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ABSTRACT

The collective bargaining agreement between the Kern Community College District Board of Trustees and the Kern Community College Teachers Association/California Teachers Association/National Education Association is presented. This contract, covering the period from July 1, 1987 through June 30, 1990, deals with the following topics: bargaining agent recognition; association rights; faculty rights and duties, including academic freedom, personal freedom, and property rights; evaluation of certified employees; faculty load; staff site assignments/transfer; reduction in force; compensation and benefits, including certified contracts, class placement, administrative approval for course work, hourly substitute pay, summer session and continuing education pay, merit increment, early retirement plan, and health and welfare benefits; absences and leaves, including sick leave, unused sick leave, personal necessity leave, bereavement leave, emergency leave, disability pregnancy leave, child rearing leave, child adoption leave, military leave, jury leave, job related accident or illness, long-term leave without pay, retraining program, sabbatical leave, and short-term leave; personnel files and complaints; safety; and grievance procedures. Appendixes provide the Kern Community College District basic faculty salary schedules; basic faculty salary schedules for continuing education and summer sessions; information on health and dental benefits for retirees, on extra services pay for regular and contract staff, and on Bakersfield College department chair selection, compensation and duties; and excerpts from the board policy manual, and the California Education Code. (PAA)

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1987-90 CONTRACT

BETWEEN THE
KERN COMMUNITY COLLEGE DISTRICT
AND THE
KERN COMMUNITY COLLEGE CTA/NEA

FEBRUARY 18, 1988

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C. T. A.

Bakersfield, California

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ARTICLE 5A--AGREEMENT

5A1 The Articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as "Agreement"), by and between the KERN COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District," "Employer," or "Board") and the KERN COMMUNITY COLLEGE CALIFORNIA TEACHERS' ASSOCIATION, AND THE NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the "Association" or "Exclusive Representative"), an employee organization and pertaining to bargaining unit members (hereinafter referred to as "Employees").

5A2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code (hereinafter referred to as the "Act"). This Agreement specifically supersedes all prior written agreements entered into between the parties whether those arrangements are contained in (1) a "Memorandum of Agreement," (2) provisions of the Kern Community College District Board Policy Manual, or (3) provisions of any campus policy manual or handbook.

5A2A To the extent that any provision of this Agreement conflicts with any provision of the Board Policy Manual or a campus policy manual or handbook, the applicable manual or handbook provision shall not be applied to any bargaining unit member.

5A2B Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

5A2C If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect.

5A3 Written Board and College policies in effect on the date of this contract that are within the scope of representation shall remain in effect until changes have been mutually agreed to by the Board and the Exclusive Representative.

5A4 Written policies outside the scope of negotiations that directly affect the faculty are continued in effect, and proposed changes to these policies will be made available for consultation with the Academic Senates of Bakersfield College, Cerro Coso College and Porterville College.

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5A5 The Administration and Exclusive Representative agree to meet and confer during the course of this contract on items of mutual interest, including but not limited to discussions about productivity, efficiency, and effectiveness of College instructional programs and services. Any recommendation coming from these meetings is subject to negotiations.

5A6 This agreement shall be in effect from July 1, 1987 to June 30, 1990.

5A6A Effective July 1, 1987, the Basic Faculty Salary Schedule shall be increased by 3.42%.

5A6B Effective for the spring semester 1988, the Basic Faculty Salary Schedule for Continuing Education, Summer Session and Other Non-Contract Services shall be increased by ten percent (10%).

5A6C Effective July 1, 1988, the Basic Faculty Salary Schedule shall be increased by five percent (5%).

5A6D Effective July 1, 1989, the Basic Faculty Salary Schedule shall be increased by the percent of cost of living adjustment in the adopted State Budget for Community Colleges plus one percent (1%) minus the cost of increases in the health and dental plans from 1988-89 to 1989-90, provided that this does not result in a decrease in the Basic Faculty Salary Schedule.

5A6E An employee who submits to the College President by January 15 a letter of resignation for purposes of retirement either at the end of the current academic year or during the subsequent fall semester shall be compensated $1,500 (fifteen hundred dollars) following Board of Trustees approval. This provision expires June 30, 1990.

5A7 If additional money accrues to the District from either the passage of the School Funding for Instructional Improvement and Responsibility Initiative in November of 1988, or from the implementation by the Legislature of the program based funding method in 1989-90, the District will reopen negotiations for salaries for 1989-90

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5A8 At any time during the term of this agreement the Association and District may open negotiations on any Article by mutual agreement.

5A9 Negotiations, including binding arbitration issues, for a subsequent contract shall begin in January of 1990.

James C. Young
For Kern Community College District

Sharon J. Edgmon
For Kern Community College CTA/NEA

John S. Madden

Alton E. Slate

Lorraine A. Cook

Duane M. Belcher

Richard L. Wright

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Paul D. Alcantra

Robert E. Rose

Raymond A. McLean

J. Bumgardner

RATIFIED, EXCLUSIVE REPRESENTATIVE DATE: FEBRUARY 16, 1988

RATIFIED, BOARD OF TRUSTEES DATE: FEBRUARY 18, 1988

ARTICLE 5B–RECOGNITION

5B1 The District recognizes the Association as exclusive representative for all certificated employees set forth in the May 4, 1978, Public Employment Relations Board Certification of Representation as follows:

UNIT:

Shall INCLUDE: All Certificated personnel of the Kern Community College District who hold contracts based on the Basic Faculty Salary Schedule.

Shall EXCLUDE: All management, supervisory and confidential employees as defined by the Education Employees Relations Act (EERA), all certificated part-time members who do not hold contracts as described above, and all other certificated staff members who do not hold contracts as described above.

5B2 Before making any change in job duties which may affect unit membership, the District and the Association shall confer regarding the potential movement of a certificated position either from the faculty collective bargaining unit or into the faculty collective bargaining unit.

5B3 Any dispute between the Association and the District as to whether any new or revised position is to be included within or excluded from the Bargaining Unit will be submitted to the exclusive jurisdiction of the Public Employment Relations Board (PERB) for its decision and final determination.

ARTICLE 5C–ASSOCIATION RIGHTS

5C1 Facilities for the Exclusive Representative group will be provided as permitted by Government Code Section 3543.1(b) to include use of College mail boxes, bulletin boards, meeting rooms, and office space. Telephone service and, to the extent available, duplicating service will be provided at the expense of the Exclusive Representative. Facilities, equipment and personnel costs beyond normal College operations shall be charged the Association at actual District cost.

5C2 The Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities.

5C3 Upon request, the Board of Trustees will furnish the Exclusive Representative a copy of District, County and State reports that are a matter of public records as defined in Government Code Section 6250, et. seq.

5C4 The District shall provide the Association with two (2) books of Board Policies and two (2) books of Procedures. During the term of this Agreement, the District shall provide copies to the Association of any changes, additions, alterations, or deletions to each document.

5C5 Association communications must be dated and bear the Association identification as the distributor. All Board communications must be dated and bear the signature of the Chancellor or President of the Board.

5C6 The District shall distribute a copy of the contract to each member of the Bargaining Unit within a reasonable time.

5C7 The Association President or his/her designee will be guaranteed a place on the agenda at each regular Board meeting.

5C8 A maximum of five (5) authorized unit members of the Association Bargaining committee shall be released from their regular work duties, with pay, if negotiations meetings with management are scheduled during the working hours of the unit members involved. The total release time shall be no greater than eight-tenths (0.8) of a full-time load.

5C8A Representatives from each College and the Association President [a maximum of six (6)] will have classes scheduled to reduce interference with the negotiating process. One (1) hour caucus time prior to each negotiating session will be provided the negotiating team of the Exclusive Representative. Travel time for representatives included on the negotiating team from Cerro Coso College and Porterville College will be included in the released time for negotiations. The President of the Exclusive Representative will not have classes scheduled after 11 a.m. on Thursdays. The College President and the President of the Exclusive Representative may mutually agree to an alternate schedule.

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5C9 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

5C10 The Board and the Association recognize the right of all employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organizations or the Association's activities.

5C11 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized, in writing, by the employee on the appropriate form, subject to the following conditions:

5C11A The District shall not be obligated to put into effect any new, or changed deduction unless the change is in the District Payroll Office prior to the tenth (10th) of the month.

5C11B Association members who have voluntarily authorized dues deductions shall continue to have dues deducted until discontinued with a ninety-day (90-day) written notice to the Association and the District.

5C11C Dues shall be deducted from each monthly warrant received.

5C12 The District, at no cost to the Faculty Member, shall permit payroll deductions for annuities, charities and a credit union as long as authorization has been approved by the Board.

5C13 Although the Association has the right to negotiate calendar under the Act, it delegates that right and authority for the terms of the contract to the Senates of each College to settle calendar separately for each member College.

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ARTICLE 5D--FACULTY RIGHTS AND DUTIES

5D1 Academic Freedom. The District, the Colleges and unit members will adhere to the following in regard to academic freedom:

5D1A Education in a democracy depends upon earnest and unceasing pursuit of truth and upon free and unrestricted communication of truth.

5D1B Faculty members shall be free to exercise academic freedom, including freedom of investigation, freedom of discussion in the classroom, freedom to select texts and other instructional materials, freedom of assignment of instructional exercises, and freedom of evaluation of student efforts.

5D1C Faculty members acknowledge that in the exercise of academic freedom they have a responsibility to be accurate and comprehensive in making reports, to be fair-minded in making interpretations and judgements, to respect the freedoms of other persons, to exclude irrelevant matters from classroom discussions and instructional exercises, and to make appropriate distinctions between statements of fact made as faculty subject matter specialists and opinions made as private citizens.

5D1D The District recognizes the fundamental right of the faculty member to be free from any censorship or restraint which might interfere with the faculty member's obligation to pursue truth and maintain his/her intellectual integrity in the performance of his/her teaching functions.

5D2 Personal Freedom

5D2A The personal life of a faculty member is not an appropriate concern of the District for the purposes of evaluation or disciplinary action unless it prevents the faculty member from performing his/her assigned duties or it calls for discipline under the provisions of the Education Code.

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5D2B A faculty member shall be entitled to the full rights of citizenship and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of disciplinary action.

5D3 Property Rights

5D3A Subject to the provisions of this Section 5D3, each faculty member shall have the sole rights of ownership and disposition of copyrightable material and patents which are the sole product of the faculty member's mind, time and talent, including the right to all royalties and profits except as limited by Section 5D3D1.

5D3A1 District or College personnel and/or facilities include, but are not limited to, reassigned time, secretarial help, financial assistance, student aides, and the use of District or College equipment and buildings, other than the incidental use of the staff member's office.

5D3B Subject to provisions of Section 5D3C, the District grants to the faculty member the same right to have considered and adopted for required use the materials which the faculty member has developed and published with a recognized publisher as the District grants with respect to materials developed by others. Materials which the student is required to purchase shall be adopted through the regular prescribed District and/or College policy.

5D3C Supplementary course material prepared by a faculty member, even if copyrighted, which has no reasonable market potential outside the College will be made available to students at production cost.

5D3D The faculty member will not be assigned to develop or prepare materials on behalf of the District, in lieu of or in addition to the faculty member's regular assigned duties, unless arrangements with the faculty member involved shall have been made by separate written agreement, which shall specify the work to be performed and the compensation involved, except in the event of faculty underload.

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5D3D1 The District shall share with faculty members the ownership and disposition of faculty generated copyrightable material and patentable discoveries or inventions where there has been use of District and/or College personnel or facilities which were not uniformly provided to other similarly situated faculty members.

5D3D2 Permission to use personnel and facilities must be approved by the College President and the Chancellor, or designee, prior to the initiation of work.

5D3D3 In the absence of written arrangements to the contrary made prior to the initiation of work, division of royalties shall be fifty percent (50%) to the faculty member and fifty percent (50%) to the District.

5D3E Copyrights and patents developed from projects undertaken by a faculty member at the initiation of the District and/or College whereby the District and College commits resources to the project, including release time of the faculty member, shall belong to the District together with all royalties or profits therefrom, provided that a written agreement is concluded before the project is begun.

5D3F Rights to copyrightable materials and patents developed as a result of work supported partially or totally by an outside agency or sponsor through a contract or grant shall be disposed of in accordance with the terms of the contract or grant.

5D3F1 Prior to the faculty member accepting sponsored research or developmental assignments, the District and College shall be consulted and must approve the contract or grant, the details of the project, the division of any resulting copyrights or patents, and the division of royalties.

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5D3G All agreements in this section must be signed by the Chancellor or designee.

5D4 Duties Include the Following. The Faculty Member Shall:

5D4A Provide instructional and/or non-instructional services specified by the instructor's contract and/or staff assignment sheet.

5D4B Develop or participate in the development of curriculum, services, and/or activities. Review curriculum and/or services periodically, revising as necessary.

5D4C Provide current course orientation materials to each student on the first (1st) day of class, and discuss orally the course content. These materials will minimally include approximate dates of outside activities, an approximate weekly assignment plan, an approximate examination schedule, grading criteria, and general rules that will affect student grades (such as attendance, drop/add deadlines, withdrawal deadlines, tardiness, student class participation). A copy of the orientation materials shall be provided to the Dean of Instruction upon request.

5D4D Plan instructional or non-instructional activities with due regard to the level and purpose of the course or service area.

5D4E Use media aids, the library, and other resources as appropriate.

5D4F Communicate with students and staff in a professional manner.

5D4G Maintain currency in subject matter and/or service area.

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5D4H	Attend and participate in College and/or departmental meetings and activities on contract days.
5D4I	Adhere to College and District policies and procedures.
5D4J	Reasonably assist in the maintenance of facilities and equipment.
5D4K	When reasonably possible, report absences in sufficient time to provide proper substitution.
5D4L	Not combine, cancel, or change meeting times or places of classes or activities without permission of the College President or designee.
5D4M	When assuming the responsibility for supervision of students at events or field trips held under college sponsorship, provide supervision from the beginning to the close of the activity.
5D4N	File an injury report with the College President or designee if a personal or student injury occurs while on duty.
5D4O	Maintain a current address and telephone number with the College President.
5D4P	Participate as assigned in recruiting and articulation activities with local schools, other community colleges, and four-year colleges.
5D4Q	Participate in job placement, student follow-up, and advisory committees as appropriate to the assignment.
5D4R	Not conduct personal business which interferes with contract responsibilities nor use District or College personnel, facilities or equipment for personal business.

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5D4S Not, except in the case of emergency, leave a class unattended. A certificated person must always be responsible for class activities.

5D5 The Kern Community College District will not discriminate in its employment relationship with members of the unit on the basis of race, physical handicap, medical condition, marital status, sex, age, religious creed, color, national origin, or ancestry.

5D5A The provisions of Section 5D5 are not subject to Article 5M, the grievance procedure. Complaints of alleged violations of this Article may be processed through Board of Trustee Policy (Section 8A–General Personnel Procedures) or other procedures provided by statute.

5D5B Complaints of alleged violations of this Article may be processed with the assistance of the Association.

ARTICLE 5E–EVALUATION OF CERTIFICATED PERSONNEL

5E1 Evaluation of Certificated Personnel. Evaluation of faculty members has as its primary purpose enhancement of job competence of faculty members. The District retains responsibility for evaluation and assessment of the performance of job duties by each faculty member.

5E1A There shall be a uniform evaluation policy for all contract certificated employees and a uniform evaluation policy for all regular certificated employees.

5E1B Criteria used in the evaluation process shall include general standards of professional preparation and execution of the work assignment.

5E1C For contract and temporary staff in their first two (2) years, evaluation reports shall be submitted to the faculty member on or before February 1 and to the Chancellor or designee on or before February 15.

5E1D Evaluations of regular staff may be scheduled for either fall or spring of the evaluation year, and the evaluation reports shall be submitted to the faculty member on or before April 15 and to the Chancellor or designee on or before May 15.

5E1E Written procedures to implement the evaluation process shall be determined by the Chancellor or designee and shall be uniform and consistent with the Agreement. Such procedures shall be distributed to all faculty members and made a part of the Appendix at the first opportunity.

5E1F Management may visit classes or work areas for observation purposes as specified in the law.

5E1G Evaluations shall not be based upon information obtained through the use of electronic or other listening or recording devices without the written permission of the faculty member. Anonymous letters shall not be used in the evaluation process.

5E1H The content of evaluations is not subject to the grievance procedure.

5E1I The Evaluation Process is as Follows:

5E1I1 Contract (probationary) staff shall be evaluated in accordance with the evaluation Mode A.

5E1I2 Regular (tenured) staff shall be evaluated in accordance with the evaluation Mode B or the provisions of Section 5E1I5E.

5E1I3 Temporary staff on contract shall be evaluated for the first two (2) years in accordance with Mode A, and for every other year thereafter in accordance with Mode B or the provisions of Section 5E1I5E.

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5E114

Evaluation Mode A: The President or designee shall notify the staff member of the evaluation mode, College evaluation schedule, and participating evaluators. The supervising dean shall manage the evaluation and shall write the evaluation report to be submitted to the College President or designee and placed in the staff member's District official personnel file. The College President or designee may appoint as evaluators the supervising dean, department or area chairperson, and one or more additional staff members.

5E114A

The evaluation and evaluation report shall include but not be limited to the following elements: a self evaluation citing prior accomplishments and future goals and objectives; a standardized student evaluation conducted by the supervising dean; an administrative evaluation; and a report of at least one (1) observation of professional performance. Faculty members, upon request, shall be granted an additional observation within the evaluation schedule.

5E114B

Before submitting the evaluation report to the College President or designee, the supervising dean shall formulate written recommendations and directions which shall be part of the evaluation report. The supervising dean shall meet with the staff member being evaluated to discuss the report. Faculty members shall be counseled as to the specific evidence of any deficiency, shall be given specific recommendations for improvement, and shall be given a plan of action and assistance for remediating any deficiency.

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At this meeting, the faculty member will sign for receipt of a copy of the evaluation, indicating that the evaluation was explained and the right to respond to the evaluation was made available.

5E1I5

Evaluation Mode B: The College President may appoint supervising deans as evaluators. The supervising dean shall manage the evaluation, shall make an administrative assessment, and shall write the evaluation report to be submitted to the College President and to the Chancellor and placed in the staff member's District official personnel file.

5E1I5A

Mode B, the primary method to be used for regular (tenured) staff, will encompass a four-year (4-year) cycle.

5E1I5A1

If, during the course of the evaluatory cycle, mitigating circumstances arise which require modification or elimination of agreed upon goals, then the supervising dean and the staff member shall meet, upon notice by the staff member, to revise the goal statements.

5E1I5A2

In the first (1st) year, by November 1, the certificated staff member will provide the supervising dean with a written statement of (1) the accomplishments specifically related to the duties of

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the preceding two (2) years and two (2) professional goals specifically related to the assigned duties for the current and subsequent year. Following discussion with and approval by the dean, the goal and accomplishment statements, revised as appropriate, shall constitute a major element of the evaluation record for this part of the cycle.

5E1I5A3 By March 15 of the second (2nd) year, the faculty member will be evaluated by the supervising dean. A major element of this evaluation will be evidence of progress made toward the goals during the previous two (2) years.

5E1I5B By March 15 of the fourth (4th) year, the faculty member shall be evaluated by the supervising dean using Mode B evaluation. Mode B evaluation shall include the following elements: (1) a statement of accomplishments, (2) professional goals specifically related to the assigned duties, (3) an evaluative statement by the supervising dean and, (4) standardized student evaluations, where appropriate.

5E1I5C The supervising dean will share and discuss the administrative assessment, including recommendations, with the faculty member. If unsatisfactory elements are included in the administrative assessment, they shall be supported with specific reasons. Faculty members shall be counseled as to the specific evidence of any deficiency, shall be given specific recommendations for improvement, and shall be given a plan of action and assistance for remediating any deficiency. At this meeting, the faculty member will sign for receipt of a copy of the evaluation, indicating that the evaluation was explained and the right to respond to the evaluation was made available.

5E1I5D The evaluation will be submitted to the College President or designee for final signatures and subsequent inclusion in the faculty member's personnel file.

5E1I5E In the event of less than a satisfactory evaluation report during either segment of the Mode B process, the College President may call for a Mode A evaluation.

5E1I5E1 Both faculty member and the Association President will be notified in writing if Mode A is utilized.

In the event that Mode A is utilized, the faculty member and Association shall be notified of the nature of the investigation, its probable duration, and conclusions or recommendations resulting from it.

ARTICLE 5F--FACULTY LOAD

5F1 The College President or designee shall determine the class assignment and load for each faculty member to meet students' needs. To assure a level of state financial support consistent with the needs of the Colleges of the District, the Kern Community College District annual teaching goal is thirty-three (33) ADA per faculty member.

5F2 The Annual Class Hours for Types of Instruction Follow:

5F2A The annual lecture load for an instructor will be thirty (30) hours. Those instructors with teaching assignments other than lecture will have their assignments equated to lecture in the following manner:

.67	Laboratory, Shop, Studio, Clinic, Physical Education Activity
.75	Open Instructional Laboratory
.50	Television Courses, Work Experience Coordination (in accordance with District Work Experience Plan)

5F2B Current written loading policies at the Colleges will remain in effect except where the application of Section 5F2A (above) yields fewer assigned class hours to individual instructors. (See Appendix of this Agreement noting existing loading policies as appended and made a part of this Agreement.)

5F3 Class size maximums and minimums will be determined by the College President or designee after consultation with department/division chairs at Bakersfield College and Porterville College and with the faculty of Cerro Coso Community College.

5F4 Instructors may be assigned day and/or evening classes as part-of-load. By mutual agreement between the College President or designee and the affected faculty member, Saturday classes may be assigned as part-of-load. Teaching twenty percent (20%) of load on Saturday shall be considered one (1) work day. Not more than two (2) evening and/or Saturday classes will be assigned unless requested by the instructor.

5F5 Workload determination usually will be made during the first two (2) weeks of each semester.

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5F6 Overload assignments for additional compensation shall be at the discretion of the College President or designee.

5F7 The number of academic preparations is normally not more than three (3) per semester. However, upon instructor request, or to provide for a full teaching load, the number of preparations may be more than three (3).

5F8 In the event of overloads or underloads, work assignment adjustments shall be made during the current or subsequent academic year. With mutual agreement between the College President or designee and the affected faculty member, the adjustment may be made in summer session. Workload adjustments not completed within a two-year (2-year) period shall be completed in the subsequent summer session.

5F9 Days and Hours of Work Follow:

5F9A The work year shall be one-hundred seventy-five (175) days. Additionally, the Administration and CTA/NEA will actively encourage faculty to attend the fall pre-term meeting and participate in commencement as planned by the Administration, CTA/NEA and the Academic Senate. Also, CTA/NEA will ask the Academic Senates to help plan and to participate in these activities.

5F9B The average work week shall be forty (40) hours of professional activity.

5F9C Instructors shall spend a minimum of thirty (30) hours per week engaged in professional activities on campus or in an assigned, approved work situation.

5F9C1 It is the intent of this section that instructors be on campus or in an assigned, approved work situation five (5) days per week.

5F9C2 Five (5) hours per week shall be regularly scheduled office hours for the convenience of students. Additional hours may be scheduled by appointment at the discretion of the instructor.

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5F10 For instructional purposes, the College day extends from 8:00 a.m. to 11:00 p.m.

5F11 Librarians are assigned thirty-five (35) hours per week, which may include some evening and/or weekend duty, and five (5) hours in other professional activities.

5F12 Counselors shall, for each twenty percent (20%) counseling assignment per semester, spend seven (7) hours per week in professional duties which may include evening assignments and one (1) hour per week in other professional activities.

5F12A Orientation classes will be equated as lectures as per Section 5F2A.

5F13 Other non-teaching assignments shall be based on eight (8) hours per week for each twenty percent (20%) of a teaching load.

5F14 Compensatory time on an hour-for-hour basis will be provided for approved hours in excess of forty (40) hours per week for non-teaching assignments.

5F15 A faculty member teaching an evening class as part of load shall not teach more than seven (7) hours on that day except by mutual agreement or to complete a load.

5F16 Partial contract personnel will be assigned proportionately.

5F17 Optional Reduced Workload Program. A bargaining unit member may have a reduction in workload from full-time to part-time contractual duties prior to retirement and receive the same service credit toward retirement as would have been received had the employee continued on a full-time basis.

5F17A The employee must have reached the age of fifty-five (55) years by the start of the semester in which work reduction begins.

5F17B The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were in the Kern Community College District.

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5F17C The option of reduced workload shall be initiated by a written request from the employee to the President of the College. Such request requires the approval of the College President, the Chancellor, and the Board of Trustees.

5F17D The employee is limited to a period of not more than ten (10) years in such part-time status. During this reduced workload period, the option may be revoked or altered only by the mutual consent of the employee and the District.

5F17E The employee shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. The employee shall retain special benefits provided for by Board policy in the same manner as a full time employee.

5F17F The minimum assignment shall be half-time. Half-time employment shall be the equivalent of one-half (1/2) the number of days of service required by the employee's contract of employment during his/her last full-time contract. Unpaid status, other than the contracted amount, during a given year may result in State Teachers' Retirement System (STRS) service credit loss.

5F17G The District and the employee shall each contribute to the State Teachers' Retirement System the amount that would have been contributed if the employee had continued on a full-time basis. The employee's right to have retirement benefits based on full-time employment is contingent on such contributions.

5F17H The assignment shall comply with the requirements for the percentage of part-time service requested by the applicant; however, in the event that the applicant's request cannot be accommodated because it creates unusual or difficult staffing problems, the application can be denied or an alternate assignment can be made and/or the employee may reapply for the program for subsequent years with a plan that fulfills District needs.

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5F17I All regular duties required of full-time employees in similar assignments shall be performed during the dates the employee is on duty. This includes attendance at District-called meetings, faculty meetings, departmental meetings, and other regularly scheduled College activities. The employee is eligible to serve voluntarily on any committee and retains other privileges of full-time employees.

5F17J Duty hours of non-teaching employees shall be arranged in a manner which will most effectively carry out the assignment given the employee.

5F17K An employee on a reduced contract will be expected to make all necessary classroom preparations and satisfy office and conference hours beyond the assigned teaching load.

5F17L An employee electing to participate in the program is entitled to use the hours of sick leave accumulated while working full-time and shall accumulate, on a pro-rata basis, days of sick leave earned while in the reduced workload program.

5F17M Employees on optional reduced workload program status are not eligible for sabbatical leaves.

5F18 Departments, divisions, or defined disciplines may enter into negotiations through the Exclusive Representative with the District to implement plans for instruction and/or services which will result in productivity gains that may be converted into cash or other bonuses for those departments, divisions, or disciplines.

ARTICLE 5G--STAFF SITE ASSIGNMENTS/TRANSFER

5G1 Assignments of certificated staff may be made to any of the Colleges, sites, centers, or divisions/departments of the District based on qualifications and position need. The College President shall determine the assignments within College sites or Centers under his/her control.

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5G1A When the President determines to assign an employee to a full or partial load at a site under the President's control which is more than forty (40) miles from the current worksite, the President or designee shall meet with the affected employee to explain the necessity of the reassignment, the anticipated duration, and to explore alternatives. Upon request, reasons for reassignment shall be in writing.

5G1B When the Chancellor or designee, with the agreement of the College Presidents, determines to assign an employee to a load of fifty percent (50%) or less to campus sites or centers not within the control of that employee's current College President, the Chancellor or designee shall meet with the affected employee to explain the necessity of the assignment, the anticipated duration, and to explore alternatives. Upon request, reasons for reassignment shall be in writing.

5G2 *Transfer* means the movement of a bargaining unit member from one (1) College service area to another College service area based on the needs of the District.

5G2A A *voluntary* transfer occurs when the employee's written transfer request is accepted by the Chancellor.

5G2A1 A faculty member may file a written transfer request with the District Personnel Office. The District Personnel Office shall notify the appropriate College President(s) of the request.

5G2A2 If a written transfer request is on file, that request must be considered before the position is opened.

5G2A3 If a position is to be filled by transfer and a qualified and acceptable applicant has applied, a two-week (2-week) application period shall be given to all other interested faculty. The College President shall make the final recommendation to the Chancellor on the transfer after interviewing all candidates and consulting with the receiving department.

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5G2B All positions to be filled shall be posted at each College and the District Office. All employees are free to file applications for any position in the District.

ARTICLE 5H—REDUCTION IN FORCE

5H1 Reduction In Faculty

5H1A Whenever the Board of Trustees determines that a reduction in certificated staff is necessary, such reduction shall be in accordance with Section 87743, et. seq., of the Education Code including seniority definitions in Education Code Section 87413, et. seq.

5H1B In determining that no employee shall be terminated while a less senior employee is retained to render a service which the more senior employee is both credentialed and competent to render, a staff member shall be considered competent to teach or serve in a given field provided that he/she has the necessary credential, and (a) has an advanced degree in the field from an accredited institution; or, (b) satisfies entry level hiring requirements for a vocational position; or, (c) has taught at least six (6) semester units in the field during the six (6) full academic years prior to the notice of layoff with no unsatisfactory evaluation of teaching during this period.

5H2 Effects of Layoff

5H2A It is the intention of the parties to this Agreement that all provisions of law with respect to seniority and reduction in force shall apply under this contract.

5H2B The District agrees that at least sixty (60) days prior to a proposed layoff of any certificated faculty member it will notify the Exclusive Representative in writing of the proposed layoff, and, if requested in writing by the Exclusive Representative, enter into negotiations regarding the effects on Bargaining Unit Members.

5H2C If requested in writing by the Association within ten (10) working days, the District will enter into negotiations regarding the effects on bargaining unit members. Such negotiations are not to be considered as one (1) of the contract reopeners in the current contract.

5H2D In addition to all rights given to terminated faculty members under the Education Code, faculty members on faculty reduction leave shall be given priority as substitute teachers and for new part-time positions for which they are qualified. They also shall be continued in the medical and dental insurance group for a period of eighteen (18) months upon advance payment of the monthly premium each month by the faculty member.

5H2E The District shall notify all faculty members on lay-off status of any vacant positions within the District. No new faculty appointments shall be made while there are faculty members on layoff status who are qualified for the position and who are available for reinstatement.

ARTICLE 5I—COMPENSATION AND BENEFITS

5I1 Faculty Compensation

5I1A Basic Faculty Salary Schedule

5I1A1 The Basic Faculty Salary Schedule for certificated employees shall be that which is adopted by the Board of Trustees. Certificated personnel whose contracted salary appears on the Basic Faculty Salary Schedule shall carry academic rank according to their positions on the current schedule. The Board of Trustees retains the right to adjust annual salaries of individual staff members. The Basic Faculty Salary Schedule is included in the Appendix of this Contract.

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Certificated personnel serving on a ten-month (10-month) college calendar may opt to have their annual salary paid in either ten (10) or twelve (12) monthly installments. They shall receive their first (1st) payment the last working day in September and their last payment on the last working day in each consecutive month in the option.

511A3

All those on contracts in excess of ten (10) months shall have their annual salary paid in twelve (12) monthly installments and shall receive their first (1st) payment the last working day in July and their last payment on the last working day in June.

511A4

Special circumstances may warrant payment of annual salary in a manner other than prescribed above.

511B

When less than a full college year is covered by the contract, service days shall be used for the computation of salary. (Education Code Section 87815)

511C

All persons employed on more than a ten-college-month (10-college-month) basis and less than twelve (12) calendar months shall have the additional service days added to the contract period.

511C1

Those working in excess of a ten-college-month (10-college-month) basis shall have their contracts adjusted such that each twenty (20) days of assignment shall equal one (1) month.

512 Certificated Contracts

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512A The Chancellor, as Secretary to the Board of Trustees, signs and issues contracts to those staff members elected by the Board.

512B Contracts for new staff members must be signed and returned within a reasonable time.

512C Employment contracts for contract employees must be returned forty-five (45) days after the date of issue (Education Code Section 87410).

Contracts for regular employees must be returned forty-five (45) days after they are issued (Education Code Section 87411).

513 __Class Placement on the Basic Faculty Salary Schedule Follows:__

Class I	(a)	Bachelor's Degree, and/or
	(b)	Appropriate full-time credential
Class II	(a)	Master's Degree, or
	(b)	Bachelor's Degree plus forty-five (45) approved semester units, or
	(c)	Appropriate full-time credential (Life) plus forty-five (45) approved semester units
Class III	(a)	Bachelor's Degree plus sixty (60) approved semester units including Master's Degree, or
	(b)	Bachelor's Degree plus seventy-five (75) approved semester units, or
	(c)	Appropriate full-time credential (Life) plus seventy-five (75) approved semester units
Class IV	(a)	Master's Degree plus forty-four (44) approved semester units. (Staff employed prior to September 1, 1971 have the option of Bachelor's Degree plus ninety (90) approved semester units including the Master's Degree.)
Class V	(a)	Earned Doctorate or LLB.

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513A Initial class placement shall be subject to Sections 515E through 515G.

514 The Maximum Experience Credit for New Teachers Entering the District is Six (6) Years and May be Accumulated as Follows:

- One (1) year for each full year of approved teaching experience.
- One (1) year for each full year of approved occupational experience.
- One (1) year for active duty in the United States Armed Forces for a period of not less than eighteen (18) months.

515 Prior administrative approval is required for all course work submitted for salary progression. Approval is subject to the following conditions:

515A Non-repeat graduate or upper division courses related to a staff member's professional assignment are acceptable.

515B Graduate or upper division courses taken to fulfill credential or additional degree requirements are acceptable.

515C Seminars, workshops, or clinics relating to professional assignment granting a certificate of completion are acceptable. A maximum of four (4) units credit per year are accepted with unit value equated as follows:

- Twenty (20) accumulated workshop hours equals one (1) unit.
- Forty (40) accumulated workshop hours equal two (2) units.

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515D A lower division course related to professional assignment will not be approved without substantial proof that it is of greater value to the staff member and to the College than an upper division or graduate course. Such credit will be limited to six (6) semester units of lower division work in a calendar year, September to September.

515E Approved courses must be taken at colleges and universities accredited by a regional accrediting agency as recognized by the U.S. Secretary of Education. For acceptable advanced degrees, the majority of course work should be taken within the region of accreditation of the degree-granting institution.

515F Credit for courses from correspondence schools will not be accepted.

515G A grade of "C" (or equivalent) or better must be attained.

515H A maximum of ten (10) semester or fifteen (15) quarter units will be granted for work taken during the regular College year. Units earned in addition to the maximum may not be stored and retroactively applied to salary progression.

515I All approved course work taken during the summer session or during a leave of absence may be applied toward salary progression. The lower division limit applies in summer and for leaves of absence.

515J Approved course work which is completed must be verified by official transcript or grade report and submitted to the District Office for recording.

515K Documentation of completed courses must be filed in the District Office by November 1. No contract changes to a new salary class will be made for the current year after the last Board meeting in November. Applicable course work must be completed prior to the start of the fall semester of the District unless prior approval is obtained from the Chancellor or designee.

516 In order to be eligible for step advancement, the staff member must work three-fourths (3/4) of the scheduled school year, with a contract of sixty percent (60%) or more.

517 Hourly Substitute Pay

517A Substitutes whether regular or contract shall be paid an hourly rate of 1/1000 of Class III, Step 3 on the Basic Faculty Salary Schedule for Continuing Education, Summer Session and Other Non-Contract Services.

517B When a substitute, whether regular or contract, takes full responsibility for a class for more than two (2) consecutive weeks, the continuing education formula, applied retroactively, shall be used upon recommendation of the College President and the Chancellor with approval by the Board of Trustees.

517C When a regular or contract staff member substitutes in summer programs for more than one (1) full week, the continuing education formula applied retroactively to the Basic Faculty Salary Schedule for Continuing Education, Summer Session and Other Non-Contract Services shall be used upon recommendation of the College President and Chancellor with approval by the Board of Trustees.

518 Summer Session and Continuing Education Pay

518A Regular and contract staff teaching summer session or continuing education shall be paid according to the following formula. Base salary is the step and class placement on the Basic Faculty Salary Schedule for Continuing Education, Summer Session and Other Non-Contract Services.

518A1 The Continuing Education and Summer Session Formula is:

$$\frac{\text{Base Salary}}{1000} \times \text{Course Hour Value} = \text{Course Payment}$$

For Any Course that is a Full Semester in Length, the Course-Hour Value Will be:

–1 hour per week = 17 course hours
–2 hours per week = 34 course hours
–3 hours per week = 51 course hours
–4 hours per week = 68 course hours
–5 hours per week = 85 course hours
etc.

For any course that is less than a full semester in length, the course-hour value will be the actual number of hours of class meetings.

519 Compensation for Special Services is recommended by the College President and Chancellor, and is approved by the Board of Trustees.

519A Remuneration for extra duties beyond the normal instructor load will be computed from the Extra Services Pay Schedule. A copy of the Extra Services Pay Schedule is included in the Appendix.

519B Instructors assigned to counseling, advisory, or other non-teaching assignments shall be paid at the per diem rate from the Basic Faculty Salary Schedule for days other than assigned contract days. Per diem is defined as contract base salary divided by number of days in the contract.

519C Remuneration for Department Chairs shall be computed from the Department Chair/Assigned Time Stipend Formula. A copy of the Department Chair/Assigned Time Formula Schedule is included in the Appendix.

519D Payment for professional services such as evening or hourly counseling, field trips, test administration, curriculum development, and coordinating evening lecture series shall be paid on an hourly basis at 1/1000 of Class III, Step 3 on the Basic Faculty Salary Schedule for Continuing Education, Summer Session and Other Non-Contract Services.

519E Proctoring shall be at an hourly rate of 1/2000 of Class III, Step 3 on the Basic Faculty Salary Schedule for Continuing Education, Summer Session and Other Non-Contract Services.

519F For a staff member to receive a maximum of four (4) hours per day compensation for field trips, the field trip must be an integral part of the course and not an in lieu assignment for regular class meetings. Exceptions to the four-hour (4-hour) limitation may be made in accordance with the policy developed at the specific College.

519G When a contract or regular certificated employee is assigned to teach a regular class as part of load at any other campus, center, or other teaching site more than fifteen (15) miles from his or her regular teaching location, that employee shall be compensated per hour of driving time from the regular teaching location to the assigned teaching site at the rate of 1/2000 of Class I, Step 1 of the Basic Faculty Salary Schedule for Continuing Education, Summer Session and Other Non-Contract Services unless there is a compensatory load adjustment for this assignment. Teaching as used in this section refers to direct instruction and excludes work experience and field trips.

5110 Merit Increment

5110A A merit increment of 4.2% of the faculty member's class and step placement will be granted upon completion of nineteen (19) years of satisfactory service to the District or upon completion of five (5) years of satisfactory service at Step 14 of the Basic Faculty Salary Schedule. "Satisfactory service" is defined as a rating of "Satisfactory" on the annual/biannual evaluation.

5111 Breaks in Certificated Service

5111A If less than a year elapses after the last day of employee service and the instructor is re-employed, the placement on the Basic Faculty Salary Schedule shall be at the same position as when the resignation took place.

5111B If more than one (1) year elapses after the last day of employee service and the staff member is re-employed, the placement on the Basic Faculty Salary Schedule shall be dependent upon previous years of experience and experience at member Colleges of the District.

Six (6) full years of acceptable teaching experience will be credited which would place a staff member on Step 7. For each additional year of experience with the District, half (1/2) credit may be applied beyond Step 7 on the salary schedule. In cases where there is less than an increment involved, the staff member shall be advanced to the next highest step.

5111B1 The staff member would be placed on the schedule on the basis of non-District experience. If this results in placement below Step 7, District experience will be used year for year until placement at Step 7 is reached.

5111B2 For each year of District service remaining unused, one-half (1/2) year of step credit will be granted. For final placement, any half-year (1/2-year) remainder will be rounded to a full year.

5111C Staff members returning to the District after serving in the military shall be placed on the salary schedule at the place they would have reached had they remained in the service of the District during the time spent on military duty. However, military service will not be included in computing six (6) consecutive years for sabbatical purpose or in computing total years of service to the District.

5112 Compensation Dependent Upon Categorical Funding

5112A Employees in positions funded categorically, the length of employment is contingent upon funding.

5113 Salary Deductions for Absence from Duty

5113A Deductions for unexcused absence shall amount to the employee's full salary for the time absent on a pro-rata basis. The number of service days as determined by the Board of Trustees shall establish the basis.

5113B Certificated personnel shall have the substitute rate of pay deducted for absence for any other cause not specified in these regulations if such absence is approved, in advance, by the Chancellor or designee.

5114 The State Teachers' Retirement System (STRS) provides the retirement plan for members of the certificated service. Both the District and the employee contribute to the system as mandated by law.

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5115 Early Retirement Plan

5115A A certificated employee may elect to go on an early retirement plan and receive an annual allowance equal to two percent (2%) of final compensation for each year of credited service with the allowance reduced by one-quarter (1/4) of one percent (1%) for each full month or fraction of a month which would elapse until the member would have reached age sixty (60).

5115B The employee must retire at age fifty-five (55) or older.

5115C The employee must have thirty (30) years or more of credited service at the time of retirement.

5115D The employee must retire prior to the statutory deadline.

5115E The option to participate in the early retirement plan shall be exercised by a written request to the President of the College, who shall review the request based on the needs of the College. The request shall be granted subject to approval of the College President, the Chancellor, and the Board of Trustees.

5115F The District will pay the amount which is determined by the Board to be the present value of the benefits provided under Section 24213 of the Education Code.

5116 Health and Welfare Benefits

5116A The District will fully fund the health and welfare benefits through September 30, 1990. The benefits follow for unit members and eligible dependents.

5I16A1 A Blue Cross health plan administered by the Self Insured Schools of Kern (SISK).

5I16A2 A Delta Dental Plan or Health Benefits Incorporated Plan administered by SISK.

5I16A3 A Vision Service Plan administered by SISK.

5I16A4 For the unit member only, the District will provide a ten thousand dollars ($10,000) term life insurance plan with an employee option of adding up to forty thousand dollars ($40,000) of additional coverage at his/her expense.

5I16A5 A unit member eligible for the health and welfare plan is enrolled in a District long-term disability plan after serving the District under contract for five (5) years.

5I16B After September 30, 1990 the District will continue to fund the health and welfare plan at 1989-90 rates until negotiations have been completed.

5I16C For the term of this Agreement, the District shall consult with the Association in the matter of the carrier and administration.

5I16C1 There shall be no District proposal for a change in providers without prior notice to the Association and opportunity to consult.

5I16D Eligibility for Benefits Shall be Determined as Follows:

5I16D1 Unit members on continuous contract service prior to July 1, 1988 shall be eligible for the full benefit package.

5I16D2 Unit members whose contract service started with the District on or after July 1, 1988 shall have the District's contribution to health and welfare benefits paid if they maintain an annual load in excess of sixty percent (60%).

5I16D2A Unit members who have an annual load at or below sixty percent (60%) shall not have the contribution to health and welfare benefits paid. However, they may purchase the health and/or dental plan.

5I16E No in lieu payments or contributions to programs other than those which the District provides in this Article shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Article.

5I16F Employees on District-approved unpaid leaves of absence shall have the option to continue District health and welfare coverage(s) for the period of the leaves upon reimbursement to the District for as long as the practice is allowed by the health and welfare benefit provider(s). Failure to make timely payment for two (2) successive months shall cause the right to continuous coverage to cease.

5I16G Eligible employees shall have their health and welfare benefits commence on the first (1st) day of the month following the first (1st) day of employment.

5I16H Employees who terminate prior to the close of the College year shall be covered by the District's insurance programs to the end of the month in which the termination takes place.

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5I17 Health and Dental Plans for Retirees

5I17A Employees Who Retired Under STRS Between January 3, 1974 and June 30, 1983

5I17A1 Benefits to Age Sixty-five (65)

5I17A1A The District Will Provide Health and Dental Plans for the Employee and Eligible Dependent(s) Under the Following Condition:

- The employee must have worked for the District for five (5) years immediately preceding retirement.

5I17A1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

5I17A2 Benefits at Age Sixty-five (65) and Beyond

5I17A2A The District Will Provide a Health Plan for the Employee and Eligible Dependent(s) Under the Following Conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- At age sixty-five (65) all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A;

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- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

5I17A2B The surviving eligible dependent(s) may continue the health plan at his/her expense.

5I17B Employees Who Retired Under STRS Between July 1, 1983 and June 30, 1988.

5I17B1 Benefits to Age Sixty-five (65)

5I17B1A The District Will Provide Health and Dental Plans for the Employee and Eligible Dependent(s) Under the Following Conditions:

- The employee must have worked for the District five (5) years immediately preceding retirement.
- The District monthly contribution for the health and dental plans shall not exceed that for an active employee.

5I17B1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

5I17B2 Benefits at Age Sixty-five (65) and Beyond

5I17B2A The District Will Provide a Health Plan for the Employee and Eligible Dependent(s) Under the Following Conditions:

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- The employee must have worked for the District ten (10) years immediately preceding retirement.
- The District monthly contribution for the health plan shall not exceed that for an active employee.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

5I17B2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

5I17C Employees of the District as of June 30, 1988 Who are Eligible to Retire But Will Retire at a Later Date

5I17C1 Eligible to retire means the employee could have received a retirement benefit through STRS as of June 30, 1988, but did not choose to do so.

5I17C2 Benefits to Age Sixty-five (65).

5I17C2A The District Will Provide Health and Dental Plans for the Employee and Eligible Dependent(s) Under the Following Conditions:

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- The employee must have worked for the District five (5) years immediately preceding retirement.
- The District monthly contribution for the health and dental plans shall not exceed that for an active employee.

5117C2B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

5117C3 Benefits at Age Sixty-five (65) and Beyond

5117C3A The District Will Provide a Health Plan for the Employee and Eligible Dependent(s) Under the Following Conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- The District monthly contribution for the health plan shall not exceed that for an active employee.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

5117C3B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

5117D Employees of the District as of June 30, 1988 who are not eligible to retire as of that date.

5117D1 Benefits to Age Sixty-five (65).

5117D1A The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- The District monthly contribution for the health and dental plans shall not exceed that for an active employee.

5117D1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

5117D2 Benefits at Age Sixty-five (65) and Beyond.

5117D2A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.
- The District monthly contribution for the health plan shall not exceed that for an active employee.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

- At age sixty five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

- Medicare must provide primary coverage.

5117D2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

5117E Employees of the District Hired on July 1, 1988 or Thereafter

5117E1 Benefits to Age Sixty-five (65)

5117E1A The District Will Provide Health and Dental Plans for the Employee and Spouse Under the Following Conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.

- The District monthly contribution shall not exceed the amount paid by the District on the employee's behalf during the last full fiscal year of service.

- Retirees who wish to maintain coverage shall pay on a monthly basis the difference between the amount of the District contribution and the actual costs of the benefits.

5I17E1B A surviving spouse of a retiree may continue the health and dental plans at his/her expense

5I17E2 Benefits at Age Sixty-five and Beyond

5I17E2A An Employee May Continue the Health Plan at His/Her Expense Under the Following Conditions:

- At age sixty-five (65), all retirees [and their spouses, if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees [and their spouses, if dependent coverage is taken] must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

5I17F Health Coverage at the Employee's (or Spouse's) Expense

5I17F1 The ability to continue and/or acquire any coverage under this section is conditioned upon the health and welfare benefit provider's allowance of the practice, current legislative provisions and Medicare policies.

5I17F2 When an employee, spouse or other eligible dependent is required to contribute to the health and/or dental plans, failure to make timely payments for two (2) consecutive months shall cause the right to continue coverage under this provision to cease.

5I17G The Health and Dental Plans for Retirees Shall be the Same as That for Active Employees for Those Retiring After June 30, 1983.

5I17H Certificated employees retiring under PERS will have the same benefits as if they had retired under STRS.

ARTICLE 5J–ABSENCES AND LEAVES

5J1 Records of employee absences are to be maintained by the District Payroll Office.

5J2 Leave of Absence/Sick Leave

5J2A Sick leave shall be granted when an employee is kept from the performance of duties by illness, injury, or quarantine.

5J2B Every certificated employee employed five (5) days a week shall be entitled to ten (10) days' leave of absence for illness or injury or quarantine per year. A day shall be granted for each additional twenty (20) days of assignment under contract or the major portion thereof.

5J2B1 Employees working less than five (5) days per week shall earn a total of days proportional to their assignment.

5J2B2 Unit members will earn sick leave for teaching extra-pay extended day, continuing education and summer session classes to be used only for those classes.

5J2C Unused Sick Leave Shall be Accumulated

5J2D The District may require that any absence due to illness or injury or quarantine which exceeds three (3) days duration be verified by a written statement by a licensed physician indicating the reasons for and length of disability.

5J2E A person absent from duty as a result of an industrial accident or illness shall be paid that portion of salary which, when added to temporary disability indemnity, will result in payment to the employee of not more than full salary.

5J2F After accumulated sick leave, industrial accident and illness leave, and other available leave to which the employee may be entitled has been exhausted, the employee is entitled to additional leave benefits when absent from duties because of illness or accident, whether the absence arises out of or in the course of employment of the employee.

5J2F1 The benefit will be paid under the provision of Education Code Section 87786 and will be provided for a total absence no greater than one hundred (100) days. The amount of sick leave pay should be the regular daily salary of the employee less the daily substitute rate, but not less than one-half (1/2) of the regular daily salary.

5J3 Personal Necessity Leave

5J3A Earned sick leave to a maximum of six (6) days each contract year may be used by the employee, at the employee's election, in cases of personal necessity. Personal necessity is defined by the following statements

5J3A1 Death of a member of the immediate family when additional leave is required beyond that provided by Education Code Section 87788. "Immediate family" shall be construed to have the same meaning as identified under "bereavement" in Section 5J4A.

5J3A2 Accident involving the person or property of the employee or the person or property of a member of the immediate family.

5J3A3 Appearance in any court or before any administrative tribunal as a litigant or party.

5J3A4 Personal business of a compelling nature that cannot be conducted outside of normal work assignment hours and does not involve payment to the employee for services.

5J4 Bereavement Leave

5J4A Each certificated employee may be granted a maximum of three (3) days, or five (5) days if out-of-state travel is required, with pay for bereavement, funeral arrangement, and/or funeral attendance in the event of the death of a member of the immediate family. Members of the immediate family include mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparents of the employee or spouse, son-in-law, or daughter-in-law of the employee, or any relative to whom, by reason of personal association, the employee is very close.

5J4B Time-off without pay may be granted for attendance at the funeral of a distant relative or close friend

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5J5 Emergency Leave

5J5A Emergency leave is a privilege granted by the Board of Trustees, and its use is limited to severe illness. Employees must expect to provide adequate proof of necessity for emergency leave. The President may grant employees emergency leave after personal necessity leave has been exhausted.

For absence due to severe illness or death in the employee's family, no deduction in pay will be made up to a maximum of six (6) days per contract year. Additional time for reasons of travel may be allowed upon the recommendation of the College President.

Family is understood to mean, in addition to immediate relatives (mother, father, wife, husband, son, daughter, brother, sister), any other relative living in the home of the employee or any other relative to whom, by reason of personal association, the employee is very close.

5J6 Disability Pregnancy Leave

5J6A Each female employee shall be entitled to a disability leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy, childbirth, or conditions related thereto. This leave is available only to employees who are on current working status. The employee shall be entitled to use her accumulated sick leave and disability benefits allowable under appropriate sections of this agreement on the same basis provided for any other illness, injury, or disability.

5J6B The period of disability, including the date upon which the leave shall begin, shall be determined by the employee and her physician.

5J6C A written statement from the employee's physician as to the beginning date of such disability shall be filed with the Chancellor through the College President's office. This date shall be based on the employee's ability to render service in her current assignment.

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5J6D The date of the employee's return to service shall be based on her physician's analysis and written statement of the employee's physical ability to render service and that she is no longer required to remain off duty due to her physical disability.

5J7 Child Rearing Leave

5J7A At the request of the employee, an unpaid child rearing leave may be granted to a maximum of twelve (12) months upon approval by the College President, and the Board of Trustees.

5J7B If mutually agreed by the employee and the College President, with approval of the Chancellor, an additional time of up to a maximum of twelve (12) months may be granted by the Board of Trustees.

5J7C Upon return from a child rearing leave, the employee shall be reinstated to the same assignment held at the time the leave was granted or an assignment as near as possible within the District's work requirement.

5J8 Child Adoption Leave

5J8A The child adoption leave shall be granted to certificated employees and shall be without pay. The College President shall be notified of such request in sufficient time to make proper substitute arrangements.

5J8B The child adoption leave may begin on the date the employee takes custody of the child or any time within one (1) week prior.

5J8C

The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances as verified in writing by a social worker, pediatrician, or other appropriate professional.

5J9 Military Leave

5J9A

Employees are eligible for leaves of absence to serve with the Armed Forces. Such leaves will be granted in compliance with the provisions of Sections 359.02 through 395.4 of the Military and Veterans Code. Additional leave beyond the specified legal minimum may be granted for such personnel in any case where it would be to the advantage of both the District and the employee to grant such a leave.

5J9B

Training periods for members of military reserve units should be scheduled during time school is not in session. If a training period cannot be so scheduled, permission must be obtained from the Board of Trustees after a letter from the military commander has been presented stating alternative training periods are not available.

5J9C

Employees shall provide copies of their military orders to substantiate their request for military leave.

5J10 Jury Leave

5J10A

Absence without loss of pay shall be granted to certificated employees to perform jury duty, to appear as a witness in court other than as a litigant, and to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

5J10B Compensation received by an employee as a member of a jury or witness shall be remitted to the Kern Community College District. Absences for jury duty are to be reported and noted as such.

5J11 Job Related Accident or Illness

5J11A Job related accident or illness (industrial accident and industrial illness) is defined as any injury or illness arising out of and in the course of employment.

5J11B A maximum of sixty (60) days paid leave is available for the same accident or illness during one (1) contract period.

5J11C The industrial accident or illness leave shall not be accumulated from year to year.

5J11D When an industrial accident or illness leave overlaps into a new contract period, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

5J11E Industrial accident or illness leave shall commence on the first (1st) day of absence.

5J11F When an industrial accident or illness absence occurs, the employee shall be paid a salary which when added to the Worker's Compensation benefit amount will yield full salary.

5J11G During a paid leave of absence, the employee shall endorse to the District all Worker's Compensation benefit checks received for industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants and shall deduct normal retirement and other authorized contributions.

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5J11H Upon termination of the industrial accident or illness leave the employee shall be entitled to the benefits of such other leave as may be provided by law or regulations.

5J11I Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

5J11J This leave shall not be considered to be a break in service of the employee.

5J12 Long-Term Leave Without Pay

5J12A Each applicant for a long-term professional leave of absence without pay must have served in a full-time capacity within the District not less than four (4) consecutive years immediately preceding the beginning of the leave period. Leaves following the first (1st) leave shall be based on four (4) additional years of full-time service. Exceptions to this Section may be granted by the Chancellor and the Board of Trustees.

5J12B Applications for leave must be filed with the Chancellor at least sixty (60) days prior to the beginning of the leave period. Leave may be granted for periods of up to one (1) year. A leave will be granted only when a satisfactory substitute is available.

5J12C Employees granted a long-term leave without pay for approved training will follow the normal progression on the salary schedule as if they were on active teaching duty. The period of such absence, however, shall not be included in computing six (6) consecutive years of service for sabbatical purposes or in computing total years of service to the District.

5J12D Exceptions to the four-year (4-year) requirement may be made for a leave involving a specific educational program which is clearly an opportunity for professional growth and a benefit to the college instructional program. Such an educational program shall be developed cooperatively by the College administration, the instructor, department/division chairperson, and the Chancellor.

5J13 Exchange Teacher Leave

5J13A A leave to accept a position as an exchange instructor or as a Fulbright Scholar without exchange may be granted on recommendation of the Chancellor. The Chancellor shall also approve the instructor in exchange. Such leave shall not be considered a break in service to the District.

5J14 Retraining Program

5J14A After consultation with the Association, the Chancellor may assign a bargaining unit member to a retraining program with full salary.

5J14A1 The District may compensate staff for authorized, documented costs incurred during the retraining program. Expenses such as tuition, fees, books, materials, transportation, and housing may be considered for compensation.

5J14B At the request of a bargaining unit member who is ineligible for a sabbatical leave, the District may authorize a paid leave of absence to complete an approved program for purposes of retraining.

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5J14B1 The maximum period of the leave shall be one (1) year.

5J14B2 Compensation will be at the sabbatical leave rate.

5J14B3 The employee shall agree in writing to return to the service of the District and to render a period of service equal to twice the period of the leave.

5J14C At the request of a bargaining unit member, an unpaid leave of absence for purposes of retraining may be granted.

5J14C1 The maximum period of the leave shall be one (1) year.

5J14C2 The District may pay the cost of medical and dental benefits for the employee on this leave.

5J14D All prior approved course work taken under retraining programs may be applied toward salary progression. The lower division limit applies unless the course work is part of the retraining program.

5J15 Sabbatical Leaves

5J15A Applications for sabbatical leaves must be filed with the Chancellor or designee prior to February 1 of the preceding academic year of the sabbatical on a form provided by the District.

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5J15B

Each applicant for a sabbatical leave must have served in a regular or contract certificated assignment with the District not less than six (6) consecutive years preceding the beginning of th [illegible] period. Subsequent leaves following the first (1st) leave shall be based on six (6) additional consecutive years of regular certificated service prior to the leave.

5J15B1

Unpaid leaves of absence shall not constitute a break in the continuity of service required for sabbatical leave eligibility. However, unpaid leave time shall not count as a period of service.

5J15B2

Paid leaves of absence shall count as service to the District.

5J15C

A sabbatical leave may be granted to engage in a full load of upper division undergraduate study, graduate work or independent research per term, as defined by the institution being attended, that improves the competence of the staff member in his/her professional assignment or in a program approved by the College President or designee. Under special circumstances, lower division course work may be taken on approval by the College President or designee.

5J15C1

Study must be taken in residence at an institution that is accredited at the college level by an agency that has been recognized by the U.S. Secretary of Education as a regional accrediting commission. The proposal must include (1) the courses that will be taken, and (2) at least two (2) alternative courses that might be taken if schedule conflicts occurred. Study shall be full-time. Official transcripts of record for courses taken shall be filed with the sabbatical report.

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5J15C2 Academic research may be completed under Section 5J15C1 or without enrolling in an accredited institution. If the latter, documentation must be provided that includes substantial independent written evidence from such an institution that the research will be done under supervision at said institution, or is equivalent to research done in an approved course of study. The completed research shall be filed with the sabbatical report.

5J15D A sabbatical leave may be granted to engage in renewal of occupational skills or to establish occupational experience in an area approved by the College President or designee. The experience shall approximate a full time position.

5J15D1 Along with the proposal, applicants under this section shall provide a letter from the proposed employer that describes the employment being offered, guarantees it for the period of the sabbatical, and indicates the amount of wages expected to be paid during the employment.

5J15D2 A copy of the "W 2" form covering the employment, or a statement of earnings from the employer must accompany the sabbatical leave report or be provided in the January following the sabbatical.

5J15E A sabbatical leave may be granted for travel that will improve the competence of the staff member in his/her professional assignment.

5J15E1 A schedule on a weekly basis including dates, places, activities, and a narrative of the benefits to be derived must be submitted with the application.

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5J15E2 A report identifying dates, places, a summary of activities, and the benefits derived from those activities shall be submitted as part of the sabbatical report.

5J15F Where the sabbatical proposal includes the preparation of material that requires technical skills (photography, videophotography, sound recording, etc.), a brief statement of the experience level of the applicant must be provided as part of the proposal. Where technical equipment is to be used, a brief statement as to the type of equipment and its source must be provided as part of the proposal.

5J15G Significant changes in original sabbatical proposals must be filed in advance in writing and be approved by the Chancellor or designee. Significant changes would include, but not be limited to:

5J15G1 Changes in a travel itinerary that substitute for and/or eliminate more than two (2) weeks of time in the proposal;

5J15G2 Any changes in the focus of the proposal that would substitute for the activities and goals that were authorized;

5J15G3 The inclusion of two (2) or more weeks of non-job-related activities other than those incidental to the proposal;

5J15G4 Substituting institutions of attendance,

5J15G5 Substituting courses that were not on or parallel to those on the original list; and

5J15G6 Changes required by illness and/or accident to the employee or his/her immediate family.

5J15H Failure to complete an approved sabbatical proposal, including the required report, shall result in reduction or reimbursement in sabbatical compensation.

5J15I A sabbatical leave may be granted for a one (1) semester or a two (2) semester period. The leave may be taken in separate semesters rather than for a continuous academic year, provided that the leave for both of the separate semesters shall commence and be completed within a three-year (3-year) period. Any period of service by the individual intervening between the two (2) separate semesters of the leave shall comprise a part of the service required for a subsequent leave.

5J15J A sabbatical leave may be rescinded by the employee no later than sixty (60) calendar days prior to the leave but not after a temporary replacement has been hired.

5J15K The right of Board approved alternates to replace an employee who has rescinded his/her previously granted sabbatical option shall cease forty-five (45) days prior to the start of the sabbatical leave.

5J15L An eligible employee will be compensated on the average fraction of full load carried during the last six (6) years used to establish sabbatical eligibility. This average fraction will be multiplied times the sabbatical type listed below in order to determine the salary paid during the time of sabbatical leave. These types are:

Academic Year: Compensation shall be sixty percent (60%) of the salary the employee would have received if regular service for the two (2) semesters of leave had been continued.

Split Academic Year: Compensation shall be sixty percent (60%) of the salary the employee would have received if regular service during the semesters of the leave had been continued.

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One Semester Leave: Compensation shall be ninety percent (90%) of the salary the employee would have received if regular service during the semester had been continued.

5J15M The total compensation that an employee on leave receives from both the District and from non-district sabbatical related employment during the period of the leave shall not exceed the amount of the contract salary he/she would receive if he/she had continued on active duty in the District. This regulation does not include research or study grants or fellowships from nationally recognized foundations approved by the Board of Trustees.

5J15N Compensation shall be paid in the same manner as if the unit member were on regular duty with the District.

5J15O No later than sixty (60) calendar days before the beginning date of the sabbatical leave, the unit member will provide a suitable bond guaranteeing that he/she will return to the District to render a period of service which is equal to twice the period of the leave. Failure to provide the bond in timely fashion may be considered cause for the rescinding of the sabbatical leave.

5J15P Employees who have been granted leave will follow the normal progression on the salary schedule in the same way as if they were on active duty, and the leave period shall be included in computing years of service to the District.

5J15Q Each employee returning from leave shall file a complete and satisfactory written report with the College President within ninety (90) calendar days from the date of return to duty.

5J15Q1 The report shall contain the material noted in Sections 5J15C through 5J15E2, an appraisal of the professional value of the activities, and an appraisal of the manner in which the knowledge and experience may be applied for the benefit of the College and its students.

5J15Q2 For purposes of Section 5J15H, the report shall constitute a minimum of ten percent (10%) of the sabbatical activity.

5J15Q3 Presentation of the report to the Board of Trustees and/or faculty may be required.

5J15R The granting of a leave shall be subject to the procurement of a substitute or some other adjustment in assignment satisfactory to the Chancellor or designee.

5J15S The maximum number of certificated employees permitted to be on extended leave with pay shall not be more than eight percent (8%) of the total unit membership except as authorized by the Board.

5J15T Employees eligible for a sabbatical leave serving on a fraction of full load shall be counted as a whole unit in determining the eight percent (8%) maximum and as a whole unit against this maximum.

One-half (1/2) of the these leaves shall be those involving collegiate study or occupational experience which upon return may result in the employee being assigned to an approved discipline/subject/service area wherein a staffing need exists. If the total of sabbatical leaves for this purpose does not exceed three percent (3%), sabbatical leaves for another purpose may be granted to a maximum of five percent (5%).

5J15U At the expiration of leave, the employee shall be reinstated to a certificated position and shall be assigned upon return according to the procedures for assignment for other contract and regular staff. Employees receiving leaves granted under the percent of sabbatical designated to fill specific staffing needs may be assigned upon return to those areas of identified need and will be so informed as early as possible

5J15V The governing Board of the District shall be free from any liability for the payment of any compensation damages in case of death or injury or illness of an employee while on sabbatical leave.

5J15W The Board of Trustees, at its sole discretion, shall have the right to waive any provision of this Agreement regarding sabbatical leaves providing that (1) such action does not work to the detriment of the employee who receives the waiver, and (2) it is in the District's best interest to make the exception.

5J15X In all matters not herein mentioned, the Education Code shall govern sabbatical leave, and all amendments to the present Education Code relating to sabbatical leaves shall automatically provide the right for either party to demand to negotiate on the sabbatical leave section.

5J16 Short-Term Leaves

5J16A Employees may be authorized to attend conferences, participate in state conferences and participate in state and national professional organizations related to their subject matter fields when there is clearly an opportunity for professional growth and/or for benefit to the College program.

5J16B Permission to attend such meetings or conferences may be granted on written request submitted to the Chancellor well in advance of the event. The Chancellor may refer the matter to the Board of Trustees for decision.

5J16C If the Chancellor or the Board approves the request, a school car may be used for transportation to conferences and/or other pertinent and necessary expenses may be reimbursed.

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5J16D If an employee has advanced authorization to attend a conference or related meeting during days of instruction, a substitute will be provided by the District if needed. No salary deduction will be made.

5J16E If an employee is requested or directed to attend a conference by the Chancellor or Board of Trustees, all pertinent and necessary expenses will be paid

5J16F Ordinarily, employees are not to be excused from duty to attend conferences and meetings of non-school organizations. Exceptions may be made by the Chancellor for those who hold responsible national, state, regional or local offices in groups of a civic or non-political nature. If the employee is granted advance authorization to be absent, a salary deduction shall be made equal to the pay of a substitute.

5J17 Conditions for Leaves of Absence

5J17A Employees shall file a signed statement with the College President or designee for each absence from duty.

ARTICLE 5K--PERSONNEL FILES AND COMPLAINTS

5K1 Personnel File Contents and Inspection

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5K1A There shall be an official District Personnel File for each faculty member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the faculty member's employment with the District. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

5K1B Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

5K1C Information of a derogatory nature, except material mentioned in this Section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from non-classroom duty for this purpose without salary reduction.

5K1D The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the faculty member shall be a part of the official District file.

5K1E A faculty member may forward to the Personnel Office materials for inclusion in the file. All reasonable requests for inclusion of pertinent material in the faculty member's file shall be accommodated. Materials not filed shall be returned to the faculty member.

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5K1F The personnel file shall be kept in a locked file cabinet in the District Personnel Office. The file shall be available for inspection by the faculty member upon written request. An Association representative may, with the written authorization by the faculty member, have access to the respective faculty file.

5K1G Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.

5K1H The faculty member shall have the right to copies of materials within the file except as noted in Section 5K1A, above. In the event of disciplinary action against the faculty member, the faculty member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the faculty member, except as noted in Section 5K1A, above.

5K1I Anonymous letters shall not be referenced or placed in any faculty member's personnel file.

5K2 Complaints Against Faculty

5K2A When complaints against faculty members are received, the appropriate administrator shall confer one-to-one with the faculty member within ten (10) working days, except in cases where confidentiality must be maintained, and then not later than ninety (90) working days after receipt of the complaint. Faculty members shall be entitled to representation upon request. All such complaints shall be in writing and signed by the complainant. If the matter is not settled at the Dean level, the College President or designee may take steps leading to personnel action according to Board Policy and/or law.

5K2B When a complaint is made against a faculty member which may affect the evaluation process, the faculty member and his/her supervisor shall be notified by the appropriate administrator within ten (10) working days, except in cases where confidentiality must be maintained, and then not later than ninety (90) working days after receipt of the complaint.

ARTICLE 5L--SAFETY

5L1 Safe Working Conditions

5L1A The District shall provide and maintain facilities, equipment, and a general educational environment which does not endanger the health or safety of faculty members.

5L1B Any on-the-job condition(s) considered to be unsafe or potentially unsafe by a faculty member should be reported immediately to his/her immediate supervisor. The District shall conduct investigations of employee reports and take appropriate corrective measures as soon as practicable

5L2 Student Conduct

5L2A A faculty member may suspend a student from his/her class under provisions of Education Code Section 76032 and Board of Trustees policy (Section 4.58) regarding student conduct.

5L2A1 A faculty member may remove a student for the day of the removal and the next class meeting. This action shall be immediately reported to the College President or designee for appropriate action.

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5L2A2 During the period of removal, a student shall not be returned to the class without the concurrence of the instructor of the class.

5L2B A faculty member shall immediately report any assault in connection with his/her employment to the immediate supervisor. The supervisor shall take timely and appropriate action.

ARTICLE 5M--GRIEVANCE

5M1 Definitions

5M1A A grievance is a written claim by a faculty member that the member has been adversely affected by a violation of a specific provision(s) of the agreement between CTA/NEA and the Kern Community College District. Grievances shall not be concerned with the purposes or merit of any provision of the agreement.

5M1B A grievant is a faculty member specified in Section 5B1 of this agreement.

5M1C A grievant is the Association on matters relating to Article 5C of the Agreement between CTA/NEA and the Kern Community College District.

5M1D Day–Any day in which the central Administrative office of the District is open for business.

5M1E Immediate Supervisor–The immediate supervisor is an administrator having immediate jurisdiction over the grievant. An immediate supervisor may not be within the same bargaining unit as the grievant.

5M1F College President—The chief executive officer of Bakersfield College, Cerro Coso Community College or Porterville College.

5M1G Chancellor—The chief executive officer of the Kern Community College District.

5M2 Informal Resolution of Potential Grievances

5M2A Before filing a written grievance and within thirty (30) days of the time a grievance is alleged to have occurred, the grievant shall attempt to resolve the problem through an informal conference with the immediate supervisor. The grievant must notify the immediate supervisor that the meeting is an informal conference relating to a possible grievance. The resolution, at the informal level, will be given to the grievant and the Association and shall be consistent with the provisions of the agreement. The Association shall have the opportunity to file a response. At the request of the grievant, the acknowledgement of the verbal complaint will be in writing.

5M3 Formal Resolution of Grievances

5M3A Level I

5M3A1 Within thirty (30) days after the alleged occurrence of an act or omission giving rise to the grievance, or within ten (10) days of the informal written acknowledgement, the grievant must present his/her grievance in writing on the "Statement of Grievance" form as provided by the District to his/her immediate supervisor.

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5M3A1A The written grievance statement shall be a clear, complete and concise statement of the circumstances creating the grievance and a citation of the specific article(s), section(s), and paragraphs(s) of the agreement between the District and CTA/NEA that is alleged to have been violated and shall state the member's contention with respect to the article(s), as well as full name of the grievant, the date of the alleged occurrence, the date of the informal discussion, and the date of oral response.

5M3A1B The statement also shall state the specific remedy sought by the grievant.

5M3A1C The written grievance shall be delivered to the immediate supervisor by the grievant.

5M3A1D The immediate supervisor shall conduct an investigation of the allegation and shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance. If the grievance is not settled in favor of the grievant, the specific reasons shall be stated

5M3B Level 2

5M3B1 If the grievance is not resolved with the decision at Level I, the grievant may appeal the outcome to the College President or designee within five (5) days after the decision of the immediate supervisor is given

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5M3B1A The written appeal must include a copy of the original grievance and the decision given by the immediate supervisor at Level I. It must also cite the specific reasonn(s) for the appeal.

5M3B1B Within fifteen (15) days after receiving the grievance, the College President or designee shall conduct an investigation and shall communicate his/her decision in writing to the grievant. If the grievance is not settled in favor of the grievant, the specific reasons shall be stated

5M3C Level III

5M3C1 If the grievance is not resolved at Level II, the grievant may appeal the outcome to the Chancellor within five (5) days after the decision of the College President.

5M3C2 The written appeal must include copies of the original grievance and the decisions through Level I and Level II of this procedure, and also cite the specific reasons for this appeal.

5M3C2A The appeal shall also state the grievant's election to proceed at Level III by either (1) a meeting with the Chancellor or designee or (2) conciliation by the California State Conciliation Service. The election of one (1) option shall exclude the other. The Chancellor may elect to use a conciliator

5M3C3 Where the grievance proceeds by a meeting between the Chancellor or designee and the grievant, the meeting shall be held within ten (10) days of the filing of the appeal. The Chancellor or designee shall transmit to the grievant within ten (10) days of the meeting a written decision including the reasons for the decision.

5M3C4 Where the grievance proceeds by conciliation, a conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.

5M3C4A The conciliator shall attempt to find a mutually acceptable resolution to the grievance.

5M3C4B The conciliator shall not issue any public statement of fact or opinion on the issue.

5M3C4C Conciliation or settlement positions of either party shall not be introduced at any other grievance level.

5M3C4D The Chancellor or designee shall transmit to the grievant within ten (10) days of the termination of the conciliation session a written decision including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Chancellor's.

5M3C4E All fees and expenses of the conciliator shall be shared equally by the District and the Association. Other expenses shall be borne by the party incurring them. If advisory arbitration is implemented after conciliation for which there have been charges, the Association shall bear all costs.

5M3C5 If the Chancellor or designee does not transmit a written decision within the time limit, the grievance shall be deemed to be denied.

5M3D Level IV

5M3D1 If the grievance is not resolved with the decision of the Chancellor, and if the Association concurs, the grievant may appeal the outcome to advisory arbitration within five (5) days after the decision of the Chancellor.

5M3D1A The written appeal must include the original grievance and copies of the decision(s) through Level III of this procedure and cite the reason(s) for this appeal.

5M3D1B The Board of Trustees and the Association shall concur in the selection of the arbitrator, with the understanding that time is of the essence. Initial contact to obtain an arbitrator shall be the responsibility of the Board of Trustees or designee.

5M3D1C After investigation, it shall be the function of the arbitrator to make recommendation(s) to the Board of Trustees, in writing, with copies to the Association.

5M3D1D The advisory arbitration hearing shall be held in accordance with the rules of the American Arbitration Association.

5M3D1E All fees and expenses of the arbitrator shall be shared equally by the Board of Trustees and the Association. Other expenses shall be borne by the party incurring them.

5M3D1F Upon concluding the hearing and receiving the recommendation(s) from the arbitrator, the Board of Trustees shall take action at its next regularly scheduled meeting.

5M3D1G The Board of Trustees may implement the advisory arbitrator's recommendation(s) in whole or in part or may reject them.

5M3D1H The decision of the Board of Trustees shall be final.

5M4 Conditions of Grievance Processing

5M4A The grievant may at his/her option be accompanied by an Association representative at both the informal and formal levels of grievance processing.

5M4B The Association may be given copies of written responses to the grievant.

5M4C The bargaining unit member who fails to comply with the established time limits at any formal or informal step will forfeit all rights to the [illegible] application of the grievance procedures for the alleged violation of the agreement. If the College/District does not comply with the time limits, the next step in the grievance process may be invoked at Level I and/or Level II. This paragraph is subject to Section 5M3D.

5M4D The number of days to render or appeal a decision at any level of the formal grievance process may be adjusted upward for good cause by mutual written agreement between the grievant and the administrator at the respective level.

5M4E The grievance procedures shall not be used to appeal any decision of the Board or the administration if such decision is necessary to bring the District into compliance with any appropriate local, state or federal law, rules or regulations, or contractual agreements with outside agencies.

5M4F If the grievability of an alleged grievance is questioned at any level, the grievant may proceed through the grievance procedures. If the appeal is taken into advisory arbitration, the arbitrator will rule first (1st) with respect to grievability and then recommend on the merits, if grievable.

5M4G Grievances will be processed during the regular work day but shall not cause any class to be canceled or otherwise limit or reduce services to students or the operation of the College.

5M4H All claims involving salary shall be limited to the specific amount of wages earned, and salary corrections will be made within the statue of limitation.

5M4I Time limits for appeal provided at each level shall begin the day following receipt of the written decision by the College/District or the grievant.

5M4J All documents dealing with the processing of grievances will be filed separately from the official personnel file of the employee.

APPENDIX

A82

KERN COMMUNITY COLLEGE DISTRICT
BASIC FACULTY SALARY SCHEDULE
(Effective January 1, 1989)

CLASS I	(a)	Bachelor's Degree, and/or
	(b)	Appropriate Full time Credential
CLASS II	(a)	Master's Degree, or
	(b)	Bachelor's Degree plus Forty five (45) Approved Semester Units*, or
	(c)	Appropriate Full time Credential (LIFE) plus Forty Five (45) Approved Semester Units*
CLASS III	(a)	Bachelor's Degree plus Sixty (60) Approved Semester Units* including Master's Degree, or
	(b)	Bachelor's Degree plus Seventy five (75) Approved Semester Units*, or
	(c)	Appropriate Full time Credential (LIFE) plus Seventy five (75) Approved Semester Units*
CLASS IV	(a)	Master's Degree plus Forty four (44) Approved Semester Units**. (Staff employed prior to September 1, 1971 have option of Bachelor's Degree plus Ninety (90) Approved Semester Units* including the Master's Degree.)
CLASS V	(a)	Earned Doctorate or LLB

NOTE: Faculty on Step 14 with one (1) or more years at that step prior to Fall 1988 will move to Step 15 on January 1, 1989

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	22,504	24,223	25,943	27,662	29,381
2	23,409	25,195	26,982	28,769	30,556
3	24,313	26,168	28,022	29,876	31,731
4	25,218	27,140	29,062	30,984	32,905
5	26,123	28,112	30,101	32,091	34,080
6	27,027	29,084	31,141	33,198	35,255
7	27,932	30,056	32,181	34,305	36,429
8	28,837	31,029	33,220	35,412	37,604
9	29,741	32,001	34,260	36,519	38,779
10	30,646	32,973	35,300	37,627	39,954
11	31,551	33,945	36,339	38,734	41,129
12	32,455	34,917	37,379	39,841	42,303
13	33,360	35,889	38,419	40,948	43,478
14	34,265	36,862	39,458	42,055	44,652
15	35,170	37,834	40,498	43,162	45,827
***	36,647	39,423	42,200	44,975	47,751
	Assistant Professor	Associate Professor		Professor	

*** A merit increment of 4.2% of the faculty member's class and step placement will be granted upon completion of nineteen (19) years of satisfactory service to the District or upon completion of five (5) years of satisfactory service at Step 15 of the Basic Faculty Salary Schedule. The merit increment will commence with the contract issued for the subsequent contract year of employment.

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Maximum credit for all experience (teaching, occupational or military) for new teachers entering the District is six (6) years (Step 7 on the salary schedule) based on the following:

Teaching experience - one year for each full year of approved teaching experience.

- Occupational experience--one year for each full year of approved occupational experience.
- Military experience--one year for active duty in the U.S. Armed Forces for a period of not less than 18 months.
- Teachers employed full time advance one (1) step per year on the salary schedule (See NOTE)

* Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Bachelor's Degree or the Life credential. All course work for salary progression requires prior administrative approval.

** Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Master's Degree. All course work for salary progression requires prior administrative approval.

HEALTH AND WELFARE BENEFITS

- A District financed long term disability plan after five (5) years.
- A District financed comprehensive health plan for the employee and dependents.
- A District financed dental plan for the employee and dependents.
- A District financed life insurance plan for the employee.
- A District financed vision plan for the employee and dependents.
- A District financed employee assistance plan for the employee and dependents.

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KERN COMMUNITY COLLEGE DISTRICT
BASIC FACULTY SALARY SCHEDULE

(Effective July 1, 1989)

CLASS I	(a)	Bachelor's Degree, and/or
	(b)	Appropriate Full time Credential
CLASS II	(a)	Master's Degree, or
	(b)	Bachelor's Degree plus Forty five (45) Approved Semester Units*, or
	(c)	Appropriate Full time Credential (LIFE) plus Forty Five (45) Approved Semester Units*
CLASS III	(a)	Bachelor's Degree plus Sixty (60) Approved Semester Units* including Master's Degree, or
	(b)	Bachelor's Degree plus Seventy five (75) Approved Semester Units*, or
	(c)	Appropriate Full time Credential (LIFE) plus Seventy five (75) Approved Semester Units*
CLASS IV	(a)	Master's Degree plus Forty four (44) Approved Semester Units** (Staff employed prior to September 1, 1971 have option of Bachelor's Degree plus Ninety (90) Approved Semester Units* including the Master's Degree.)
CLASS V	(a)	Earned Doctorate or LLB

**** [illegible]

[illegible]

STEPS		CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
Instructor	1	23,400	25,195	26,982	28,769	30,556
	2	24,313	26,168	28,022	29,876	31,731
	3	25,218	27,140	29,062	30,984	32,906
	4	26,123	28,112	30,101	32,091	34,080
	5	27,027	29,084	31,141	33,198	35,255
	6	27,932	30,056	32,181	34,305	36,429
	7	28,837	31,028	33,220	35,412	37,604
	8	29,741	32,001	34,260	36,519	38,779
	9	30,646	32,973	35,300	37,627	39,954
	10	31,551	33,945	36,339	38,734	41,129
	11	32,455	34,917	37,379	39,841	42,303
	12	33,360	35,889	38,418	40,948	43,478
	13	34,265	36,862	39,458	42,055	44,653
	14	35,170	37,834	40,498	43,162	45,828
	15				44,269	47,000
	***	36,647	39,473	42,200	46,128	48,974
		Assistant Professor	Associate Professor	Professor		

*** A merit increment of [illegible] of the faculty member's class and step placement will be granted upon completion of nineteen (19) years of satisfactory service to the District or upon completion of five (5) years of satisfactory service at Step 14, or above, of the Basic Faculty Salary Schedule. The merit increment will commence with the [illegible] and for the subsequent [illegible] year of employment.

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Basic Faculty Salary Schedule
July 1, 1990
Page two

Maximum credit for all experience (teaching, occupational or military) for new teachers entering the District is six (6) years (Step 7 on the salary schedule), based on the following:

- Teaching experience: one year for each full year of approved teaching experience
- Occupational experience: one year for each full year of approved occupational experience
- Military experience—one year for active duty in the U.S. Armed Forces for a period of not less than 18 months

Teachers employed full time advance one (1) step per year on the salary schedule (See NOTE)

* Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Bachelor's Degree or the Life credential. All course work for salary progression requires prior administrative approval.

** Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Master's Degree. All course work for salary progression requires prior administrative approval.

HEALTH AND WELFARE BENEFITS

- A District financed long term disability plan after five (5) years
- A District financed comprehensive health plan for the employee and dependents
- A District financed dental plan for the employee and dependents
- A District financed life insurance plan for the employee
- A District financed vision plan for the employee and dependents
- A District financed employee assistance plan for the employee and dependents

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KERN COMMUNITY COLLEGE DISTRICT
BASIC FACULTY SALARY SCHEDULE FOR CONTINUING EDUCATION, SUMMER SESSION AND OTHER NON-CONTRACT SERVICES
EFFECTIVE SPRING 1988
(For Employees Under Contract)

CLASS I	(a)	Bachelor's Degree, and/or
	(b)	Appropriate Full time Credential
CLASS II	(a)	Master's Degree, or
	(b)	Bachelor's Degree plus Forty Five (45) Approved Semester Units*, or
	(c)	Appropriate Full-time Credential (LIFE) plus Forty-Five (45) Approved Semester Units*
CLASS III	(a)	Bachelor's Degree plus Sixty (60) Approved Semester Units* including Master's Degree, or
	(b)	Bachelor's Degree plus Seventy Five (75) Approved Semester Units*, or
	(c)	Appropriate Full time Credential (LIFE) plus Seventy Five (75) Approved Semester Units*
CLASS IV	(a)	Master's Degree plus Forty Four (44) Approved Semester Units**. (Staff employed prior to September 1, 1971 have option of Bachelor's Degree plus Ninety (90) Approved Semester Units* including the Master's Degree.)
CLASS V	(a)	Earned Doctorate or LLB

INSTRUCTOR

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	15,546	16,734	17,921	19,109	20,297
2	16,171	17,405	18,640	19,874	21,108
3	16,796	18,077	19,358	20,639	21,920
4	17,421	18,748	20,076	21,404	22,731
5	18,046	19,420	20,794	22,169	23,543
6	18,671	20,092	21,513	22,933	24,354
7	19,296	20,763	22,231	23,698	25,166
8	19,921	21,435	22,948	24,463	25,977
9	20,546	22,106	23,667	25,228	26,789
10	21,171	22,778	24,385	25,993	27,600
11	21,796	23,450	25,104	26,758	28,412
12	22,420	24,121	25,822	27,523	29,223
13	23,045	24,793	26,540	28,288	30,035
14	23,670	25,464	27,258	29,052	30,846

ASSISTANT PROFESSOR

ASSOCIATE PROFESSOR

PROFESSOR

*Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Bachelor's Degree or the Life Credential. All course work for salary progression requires prior administrative approval.

**Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Master's Degree. All course work for salary progression requires prior administrative approval.

A87

KERN COMMUNITY COLLEGE DISTRICT
HEALTH AND DENTAL BENEFITS FOR RETIREES

Groups	Prior to Age 65—Health and Dental Plans	Age 65 and Beyond—Health Plan Only
Group I Retired Between January 3, 1974 and June 30, 1983	5 years of service required If the employee retired between January 3, 1974 and June 30, 1983, the health and dental plans will be fully paid by the District.	10 years of service required If the employee retired between January 3, 1974 and June 30, 1983, the health plan will be fully paid by the District.
Group II Retired Between July 1, 1983 and June 30, 1988	5 years of service required If the employee retired between July 1, 1983 and June 30, 1988, the District will contribute toward the plans the same amounts as for active employees.	10 years of service required If the employee retired between July 1, 1983 and June 30, 1988, the District will contribute toward the health plan the same amount as for active employees.
Group III Employees Eligible for Retirement as of June 30, 1988, but who will retire at a later date	5 years of service required The District will contribute toward the plans the same amounts as for active employees.	10 years of serviced required The District will contribute toward the health plan the same amount as for active employees.
Group IV Employees Not Eligible for Retirement as of June 30, 1988	10 years of service required The District will contribute toward the plans the same amounts as for active employees.	15 years of service required The District will contribute toward the health plan the same amount as for active employees.
Group V Employees Hired on or After July 1, 1988	15 years of service required The District contribution for these plans will not exceed the amount paid on the employee's behalf during the last fiscal year of employment.	No District paid benefits The employee may elect health benefits at his/her expense if allowed by the provider.

A88

KERN COMMUNITY COLLEGE DISTRICT
EXTRA SERVICES PAY SCHEDULE FOR REGULAR AND CONTRACT STAFF

CATEGORY	ASSIGNED POSITION	FACTOR–CLASS I, STEP 1–BASIC FACULTY SALARY SCHEDULE
I	Head football coach	.0871
II	Director of athletics Director of student publications (school newspaper, yearbook, student handbook) Director of women's and coeducational athletics	.0809
III	Head coaches, all other sports for men and women Directors and advisors of other extra and cocurricular activities with full responsibility (band, choral music, forensics, musical activities, orchestra)	0563
IV	Assistant coaches, all sports for men and women Directors of intramurals Directors of cocurricular and extra-curricular activities with shared responsibility (directors of college plays)	0520
V	Director of college theatre Art gallery coordinator Planetarium director	0433

PROCEDURES

1. Proposed (new) extra services positions shall be submitted to the Chancellor and the Exclusive Representative for agreement prior to requesting approval by the Board of Trustees.

2. Stipends will be authorized for assigned responsibilities only, not for voluntary assumption of activities.

3. The listing of a position on the Extra Services Pay Schedule does not require that it be filled.

4. Where a staff member does not fulfill the usual duties of the position as defined, a stipend based on a factor lower than listed above may be authorized by the College President.

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KCCD Extra Services Pay Schedule
For Regular and Contract Staff
Page two

5. When any of the above positions are assigned to regular or contract certificated personnel stipends will be a part of the annual contract unless specifically waived by the Chancellor

Effective 7/01/88

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BAKERSFIELD COLLEGE
DEPARTMENT CHAIR SELECTION, COMPENSATION AND DUTIES

SELECTION

In those areas which continue to have Department Chairs, the chairs will continue to be selected by members of the department by secret ballot, using the method currently in place for selection of Department Chairs. Nominations, elections and recall will be supervised by the Academic Senate.

The number of Department Chairs by Division shall be reviewed annually. The number of Department Chairs by Division, starting with the Spring Semester, 1989 are as follows:

Access	1
Allied Health	0
Applied Science and Technology	2
Behavioral Science	0
Business/Public Service	0
Family/Consumer Education	0
Fine and Performing Arts	2
Mathematics/Computer Studies	1
Modern Language	1
Natural Science	2
Physical Education	0
Social Science	1

Any changes in the number of department chairs shall be determined by the College President in consultation with the Academic Senate.

COMPENSATION

Department Chairs shall receive an annual stipend of one thousand dollars ($1,000) beginning with the Spring Semester, 1989 and until renegotiated.

DUTIES

- The Department Chair shall be the primary spokesperson for a designated area or discipline not represented by a Division Chair.
- The Department Chair shall prepare budget and schedule information to be given to the Division Chair.

APPROVED BY THE BOARD OF TRUSTEES
NOVEMBER 3, 1988

BAKERSFIELD COLLEGE
DIVISION CHAIR SELECTION, COMPENSATION AND DUTIES

SELECTION

Division Chairs shall be selected by the members of the division by secret ballot, using the method currently in place for selection of Department Chairs. Nominations, elections and recall shall be supervised by the Academic Senate.

COMPENSATION

The amount of assigned time shall be reviewed annually. Division Chair additional days of service per year starting with the Spring Semester, 1988, and until renegotiated, are as follows:

Division	Assigned Time	Additional Days of Service
Access	.8	42
Allied Health	.3	16
Applied Science and Technology	.8	42
Behavioral Science	.4	21
Business/Public Service	.7	37
Family and Consumer Education	.4	21
Fine and Performing Arts	.8	42
Mathematics/Computer Studies	.7	37
Modern Language	.8	42
Natural Science	.8	42
Physical Education	.4	21
Social Science	.3	16

The additional days of service will be paid at the per diem rate as defined in Section [illegible] of the Board Policy (before the additional days are added to the basic contract obligation.)

The schedule for the additional days of service beyond the one hundred seventy-five (175) contract days shall be determined by the Supervising Dean in consultation with the Division Chair.

DUTIES

Leadership

- Determine faculty viewpoint on common problems and report these when necessary to the administration.
- Support the integrity and identity of the individual areas and disciplines within the division.

DUTIES (continued)

- Serve as primary communicator for division (with division faculty, administration, students, and public contacts.)
- Conduct regularly scheduled meetings within the division.
- Stimulate and support curriculum development and innovation (i.e., teaching techniques, research, and teaching materials.)
- Maintain interdivisional and intradivisional cooperation (i.e., library, audio-visual and student service areas.)
- Maintain contact with classroom or service area by teaching a minimum of one (1) class per year. In the event any division chair has a full-time assignment either as chair, or through a combination of division chair and other responsibilities, he or she will teach at least one (1) extra-pay class to maintain contact with teaching--if at all possible.
- Encourage divisional staff participation in College governance.
- Monitor divisional productivity and recommend and/or implement appropriate measures.

Personnel

- Participate in hiring and evaluating full-time and part-time faculty. Make recommendations for full-time faculty regarding tenure.
- Supervise faculty in the performance of their duties at all locations.
- Assist in the evaluation and supervision of support personnel as appropriate.
- Attempt to resolve conflicts between staff and students.
- Provide counseling and support and recommend corrective action for resolution of disputes.
- Mentor new faculty through orientation, observation, and regular meetings.
- Recommend and monitor staff development activities for new and continuing staff.

Scheduling/Staff Assignments

- Set divisional schedule of courses to be offered in conjunction with needs of students (i.e., times offered, program sequence, and program requirements) in consultation with faculty.
- Coordinate schedule for all College locations.

BC Division Chair Selection
Compensation and Duties
Page three

DUTIES (continued)

Budgeting

- Prepare a divisional budget in cooperation with the appropriate budget units within the division. This budget will be submitted to the appropriate Dean and to the Budget Planning and Review Committee.
- Be accountable for divisional budget management.
- Maintain inventories of division supplies and equipment.

Curriculum/Planning

- Prepare with the faculty and staff a yearly plan outlining goals and objectives. This will become the basis for divisional evaluation and resource allocation.
- Carry on a continuing evaluation of divisional curricula including course content, instructional methods, development of new courses and programs, and elimination of old courses and programs.
- Participate in grant development activities which enhance the divisional curricula.
- Coordinate the preparation and review of course outlines, catalog, and schedule information.

Community Relations

- Ensure the articulation status of divisional curricula with transfer institutions, high schools, and potential employers.
- Ensure that advisory committees are formed, convened and evaluated where appropriate.
- Conduct divisional and community research in conjunction with the institutional research office.
- Support divisional involvement in promotional activities (i.e., History Day, Career Day, and public speaking.)
- In conjunction with the Office of Information and Publications, develop publications which describe divisional course offerings and student services.
- Serve as a community resource as appropriate.

APPROVED BY THE BOARD OF TRUSTEES
NOVEMBER 3, 1988

EXCERPTS FROM THE BOARD POLICY MANUAL SECTION 8.0--GENERAL PERSONNEL POLICIES

8.128 Regulation for the Investigation and Resolution of Complaints of Unlawful Discrimination

8.1281 The Kern Community College District has adopted regulations to ensure that its programs and activities are available to all persons without regard to ethnic group identification, religion, age, sex, color, or physical or mental disability. The regulations provide for the investigation of alleged unlawful discrimination in its programs or activities. This District will seek to resolve the complaints in an expeditious manner and within ninety (90) days.

8.1282 The District officer responsible for ensuring District compliance with the rules and regulations adopted by the Board of Governors of the California Community Colleges regarding unlawful discrimination shall be appointed by the Chancellor and be identified to the Chancellor of the California Community Colleges and to the public.

8.1283 The District will provide annual notice of this policy against unlawful discrimination to students, to job applicants, to new employees when they commence working, and to all current employees. Posters which contain the basic legal requirements will be posted in places readily accessible to students, job applicants, and existing employees.

8.1284 Prior to the submission of a complaint of unlawful discrimination, students will utilize the appropriate College grievance procedure and employees will utilize the appropriate College grievance procedure. If the grievance is not resolved to the grievant's satisfaction within thirty (30) days of its filing, the grievant may file a complaint.

8.1285 The responsible District officer shall make available to all students and employees the complaint form established by the California Community Colleges Chancellor.

EXCERPTS FROM THE BOARD POLICY MANUAL
SECTION 8.0–GENERAL PERSONNEL POLICIES
PAGE TWO

8.1286 The responsible District officer shall accept all complaint forms filed within one hundred twenty (120) days of the date of the alleged discrimination.

8.1287 Within fourteen (14) days of receipt of the complaint form, the District officer shall commence an investigation of the alleged discrimination and notify the complainant that the investigation has begun, and the District officer shall also notify the California Community Colleges Chancellor's office that a written complaint has been received.

8.1288 When the District officer receives a complaint of unlawful discrimination that is not on the form prescribed by the Chancellor of the California Community Colleges, that officer shall notify the complainant immediately. If the complaint is defective in any other way, the officer shall notify the complainant immediately that the complaint is defective and how the complaint is defective.

8.1289 When the investigation is complete, the District will attempt to resolve the complaint and will take such action as it deems necessary to correct the effects of the unlawful discrimination and to ensure that no unlawful discrimination will occur in the District.

8.12810 The District officer shall notify the complainant of its proposed resolution and that the complainant may object to the proposed resolution by submitting objections to the California Community Colleges Chancellor within thirty (30) days. Such notice shall be given on the form provided by the California Community Colleges Chancellor.

8.12811 Upon sending the notice of the proposed resolution to the complainant, and within ninety (90) days of beginning the investigation of the complaint, the District will forward the following to the Chancellor of the California Community Colleges:

(1) the original complaint;
(2) report of the nature and extent of the investigation conducted by the District;
(3) report of any action taken to resolve the complaint;
(4) evidence that the District has notified the complainant of the proposed resolution by sending objections to the California Community Colleges Chancellor;
(5) any other information that the California Community Colleges Chancellor may require.

UNLAWFUL DISCRIMINATION COMPLAINT

In the development stages.

UNLAWFUL DISCRIMINATION COMPLAINT--Page two

In the development stages.

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EVALUATION FORMS

In the development stages.

B01

BAKERSFIELD COLLEGE
INSTRUCTIONAL LOADING POLICY 1977-78

DEPARTMENT	SEMESTER HOURS	ANNUAL HOURS	COMMENTS
Agriculture			
Lecture	15	30	
Lecture/Lab	18	36	
Art			
Lecture	15	30	
Lecture/Studio	18	36	Reduction from 21 hours to 18 effective Fall 1974, for lecture/studio
Business			
Lecture	15	30	
Lecture/Lab	16-18	32-36	
Open Instructional Lab	20	40	
Communications			
Lecture	15	30	Two Speech 27 classes = 6 hours credit
Lab	18	36	
Drama			
All classes	16-18	30	3 Drama 27 classes = 10 hours credit
English			
All classes	15	30	1A = 4 hours; 1(50) = 4 hours; 50 = 3.5 hours; Composition load credit effective Spring, 1975; English 1, large (4 hours-90 students) = 6.5 hours; English 50, large (3 hours - 90 students) = 5.0 hours
Family and Consumer Education			
Lecture	15	30	
Lecture/Lab	18	36	

B02

BAKERSFIELD COLLEGE
INSTRUCTIONAL LOADING POLICY 1977-78
PAGE TWO

DEPARTMENT	SEMESTER HOURS	ANNUAL HOURS	COMMENTS
Foreign Language			
Lecture/Lab	16-18	32-36	
Health and Physical Education			
Lecture	15	30	
P.E. Activity	22	44	
Health Careers			
Lecture	15	30	
Lab	18	36	
Clinic	22.5	45	
Industrial Education			
Lecture	15	30	Reduction from 21 hours to 18 for lecture/lab effective Fall 1975
Lecture/Lab	18	36	
Auto Century	20	40	
Learning Centers			
Reading	15	30	
Open Instructional Lab	20	40	
Life Science			
Lecture	15	30	
Lecture/Lab	18	34-36	
Mathematics			
Lecture	15-16	30-32	
Open Instructional Lab	20	40	
Music			
Theory and Band	15	30	
Piano, Choral, Inst.	16	32	

B03

BAKERSFIELD COLLEGE
INSTRUCTIONAL LOADING POLICY 1977-78
PAGE THREE

DEPARTMENT	SEMESTER HOURS	ANNUAL HOURS	COMMENTS
Philosophy			
Lecture	18	30	
Physical Science			
Lecture	15	30	
Lecture/Lab	18	34-36	
Psychology			
Lecture	15	30	Two large groups = 9 hours credit
Public Service			
Lecture	18	30	
Lab	18	36	
Social Science			
Lecture	15	30	
Soc/Anthro/Geo			
Lecture	15	30	

B04

BAKERSFIELD COLLEGE
NURSING PROGRAM
CLINIC LOADING EXPERIMENT

This proposal is written in response to a Bakersfield College Administration request for justification to bring the base laboratory hours for the nursing programs from twenty-two (22) to eighteen (18), which is the most commonly used base for laboratory assignments at Bakersfield College. The faculty wishes it to be noted that a basic inequity exists in that our laboratory base exceeds that of all other laboratory courses and that our goal is to erase this inequity.

It is proposed that the Health Careers Department be allowed to implement experimental faculty assignment patterns in an effort to reduce effective clinical loads for ADN and LVN contract faculty. This experiment will be conducted under the following conditions:

1. The average clinical instruction load will be no less than eighteen (18) contact hours per week.
2. The ADN and LVN instructional productivity will remain at least at the 1985-86 level, as defined in terms of the number of courses and sections offered, as well as the number of WSCH generated that year.
3. Extra pay, other than that in effect for 1985-86, will be negligible unless sections are added due to substantial increased student numbers.
4. This experiment will be in effect for the 1986-87 academic year only. After the 1986-87 year, the experiment will be fully evaluated by the supervising dean and the College President and one (1) of the following actions will be taken:
    - (a) Discontinue the experiment and return to a twenty-two-hour (22-hour) clinical load base.
    - (b) Replace the experiment with a new load agreement.
    - (c) Continue the experiment, with or without modifications.
    - (d) Subject the clinical load issue to the collective bargaining process.

IMPLEMENTATION:

Clinical load reductions will be effected in a number of ways. Some of those planned for 1986-87 include:

1. Elimination of extra pay for the third (3rd) semester instructor for "Ladder" students as in the past.

2. Teaching fourth (4th) semester lecture courses to the entire group of students, including Ladder students, rather than the present practice of splitting the class and doing back-to-back lectures in Psych. Nursg., Leadership and Critical Care. This would be a reduction of .333 FTE each Spring semester.

3. Combining two (2) sections of VN 63 in Fall 1986 for a reduction of .067 FTE.

4. Reducing the Assistant ADN Director assigned time from 0.180 FTE to 0.133 FTE.

5. Since first semester ADN and VN students do not go to the clinical areas during the first nine (9) weeks of the programs, the loads in this area will need to be adjusted to reflect that they are actually in a skills lab mode during this period. This will cause a slight increase in the instructor's FTE credit. Therefore, the reduction to an eighteen-hour (18-hour) base for the remaining nine (9) weeks will have less impact than originally anticipated.

The above terms are approved.

B06

CERRO COSO COLLEGE FACULTY LOAD POLICY

1. **Workload Formula**

Definitions of lecture hour equivalents (LHE) and full-load assignments on a school year basis:

Type of Class	Annual Full Load in LHE	Equivalency to 30 Lecture Hours
Lecture only (100% assignment 1 hour lecture = 1 LHE per semester)	30	30
Laboratory, activity and non-credit classes (.667 of lecture hour)	30	45
Combination lecture-lab-activity-work experience to be computed on the basis of LHE equivalency formula for each type of assignment.	30	as computed per formula below
Vocational nursing	30	Clinic .67 LHE Lecture 1.0 LHE

Computation of Load

Fifteen (15) lecture hours or twenty-two and one-half (22.5) laboratory hours constitute a teaching load for an instructor for each semester. An instructor's load for a semester shall be computed by prorating the number of hours assigned by each category substantially as follows:

B07

Lecture Hours	Laboratory Hours or Activity
15	0.
14	1.5
13	3.0
12	4.5
11	6.0
10	7.5
9	9.0
8	10.5
7	12.0
6	13.5
5	15.0
4	16.5
3	18.0
2	19.5
1	21.0
0	22.5

In computing a load which includes both lecture and laboratory hours, both lecture hours and laboratory hours will be converted to percentage figures and added together. If the figure totals more than 100%, that portion over 100% will be computed on a 15-hour lecture scale or 22.5 laboratory scale, depending on the specific class, classes, or assignment causing the total number of hours to exceed a normal load.

2. Overload

Any number of hours or partial hours above these limits are to be compensated by remuneration. (Computed on annual basis.) The overload hours are to paid according to the following formula:

$$\text{No. of hours of overload for salary computation} = \frac{\text{No. of Lecture Hours}}{\text{Total No. of teaching hours}} \times \text{(No. of hours of overload in LHE)}$$

$$\text{Plus} \quad \frac{\text{No. of Lab Hours}}{\text{Total No. of teaching}} \times \frac{\text{No. of hours of overload}}{\text{Converted to LHE}} \times \frac{3}{2}$$

3. Evening and extended day teaching or other assignments may be required of all certificated staff as part of their regular load; however, classes are not to be assigned an instructor more than two nights per week unless requested by the instructor or as necessary to complete an instructor's load as determined by the College President and/or designate. If the College President and/or designate determines it to be necessary to assign a faculty member more than two (2) nights per week, the President and/or designate shall meet with the affected faculty member to explain the reasons for the assignment and to explore alternatives.

4. In general, the time span for part of load instruction for faculty members shall be limited to eight (8) hours per day. Faculty teaching at night shall not be expected to be on campus for instruction more than eight (8) hours prior to the terminal hour of his/her night class. The eight (8) hour time span may be exceeded upon request of a faculty member or upon determination by the President and/or designate that it is necessary to complete an instructor's load, or to meet the needs of students or those of the instructional program of the college. If the President and/or designate determines it to be necessary to exceed the eight (8) hour time span, the President and/or designate shall meet with the affected faculty member to explain the reasons for the assignment and to explore alternatives.

5. The maximum number of preparations should be three except when more preparations are necessary to make a full-time load.

6. Teaching aides should be provided for those who demonstrate a need and as budget allows.

7. The load for teaching certain English courses for full-time instructors as part of load will be as follows:

   English 1A will receive four (4) hours of instructional salary credit for

   (a) three (3) hours of instruction.

   English 70 will receive one (1) hour extra of salary credit for each
   (b) class taught.

B09

Definition of Terms

1. Lecture. Instructor and students engaged in academic type lecture and discussion of materials to be learned in a classroom situation.

2. Laboratory. Instructor supervises and instructs students learning materials through actual practice at instruments or equipment stations and/or practicing or learning other skills in non-lecture situation under direct supervision of instructor.

3. Activity. Instructor supervision of student practice in perfecting skills in physical education activities.

4. Non-Credit Courses. Courses offered primarily as "classes for adults" wherein no credit is offered. Classes are without college grade level designation designed primarily to meet the special needs of adult students.

5. Individualized Instruction. Programs which are performance based, self-paced and tailor-made to the learning needs and characteristics of each student in an open laboratory arrangement.

6. Work Experience. Supervision of students participating in state approved, on-the-job community college training programs shared between the college and the employer.

Supplementary Terms

1. Thirty (30) Lecture Hour Equivalents (LHE) per year is defined as a full load.

2. A 30.50 Lecture Hours Equivalents (LHE) per year is defined to be the point of overload status.

3. A 29.49 Lecture Hours Equivalents (LHE) per year is defined to be the point of underload status.

4. The following non-instructional tasks will be awarded LHE's as follows:

Academic Senate President--6 LHE's per year

B10

Guidelines

1. Minimum Class Size. Minimum class size enrollment will be in accordance with the Minimum Class Size Guidelines approved by action of the Board of Trustees of the Kern Community College District on February 3, 1972, this being 20 students for lecture and 15-20 for laboratory. The Dean of Instruction holds final recommendation to the President for any variances.

2. Class Criteria. The Dean of Instruction and the Instructor will determine the criteria for identifying class as (a) core-essential, (b) required in a major, or (c) required for a certificate. They also will determine the criteria for sustaining class enrollment, should the class be expected to attract less than the normally required number of students. Also, each class will be scrutinized to determine its importance and necessity as required by student needs. The above criteria to be established prior to the submission by instructor of the following semester's schedule and shall be within the parameters of guidelines of teaching load formula.

3. Operation. The Dean of Instruction has the responsibility to cancel, substitute, or add class in accordance with the approved criteria.

4. Part-time Instructors. Instructors will have the right to choose to participate in the procurement and assignment of part-time, non-contract staff to credit classes in their areas, in order to uphold the college's educational standards and to maintain articulation and continuity of instruction.

B11

PORTERVILLE COLLEGE FACULTY LOAD POLICY

The following Staff Assignment Policy (Workload Formula) is based on Lecture Hour Equivalents (LHE).

Workload Formula

Definitions of Lecture Hour Equivalents and Full-Load Assignments on a school year basis:

Type of Class	Equivalency to 30 Lecture Hour Equivalents	Annual Full Load in LHE
Lecture only (100% assignment)—(1 hr. lecture = 1 LHE per semester)	30 contact hours	30
Laboratory-Activity-Non-Credit Classes (.667 of lecture hour)	45 contact hours	30
Work Experience Visitation (.0667 LHE per student. Avg. 224 students/semester) (Group classes = Lecture hour for those involved.)		30
Combination Lecture-Lab-Activity-Work Experience to be computed on the basis of LHE equivalency formula for each type of assignment.		30
Health Occupations (VN and PT)—Travel time compensated on the District's proctor time pay rate	Clinic .67 LHE Lecture 1.0 LHE	30
Individualized Instruction	40 contact hours in a fully individualized program according to definition.	30
English 1A and English 50 (1.33 LHE per lecture hour)		

B/2

PC Faculty Load Policy
Page Two

Intramurals and Intercollegiate Sports	LHE
Baseball	6.00
Basketball (fall term)	3.00
Basketball (spring term)	2.50
Cross Country	4.50
Football	4.50
Golf	3.00
Intramural Sports	2.00
Soccer	4.50
Softball	6.00
Swimming	6.00
Tennis	6.00
Track	6.50
Volleyball	4.50

Supplementary Terms

Thirty (30) Lecture Hour Equivalents (LHE) per year is defined as a full load.

Thirty and one-half (30.50) Lecture Hour Equivalents (LHE) per year is defined to be the point of overload status.

Twenty-nine and forty-nine hundredths (29.49) Lecture Hour Equivalents (LHE) per year is defined to be the point of underload status.

No LHE will be awarded for extra preparations, WSCH, or other divisional or discipline criteria.

The following non-instructional tasks will be awarded LHE's as follows:

• Academic Senate President	4 LHE's per year
• Division Chairperson	5 LHE's per year
• Academic Adviser (average of 120 advisees per semester as a guideline)	5 LHE's per year
• Athletic Director	3 LHE's per year

Definition of Terms

1. Lecture: Instructor and students engaged in academic type lecture and discussion of material to be learned in a classroom situation.

2. Laboratory: Instructor supervises and instructs students learning materials through actual practice at instruments or equipment stations and/or practicing or learning other skills in non-lecture situations under direct supervision of instructor.

3. Activity: Instructor supervision of student practice in perfecting skills in Physical Education Activities.

4. Non-Credit Courses: Courses offered primarily as "classes for adults" wherein no credit is offered. Classes are without college grade level designation designed primarily to meet the special needs of adult students.

5. Individualized Instruction: Programs utilizing a multi-media approach which are performance based, self-pacing and tailor made to the learning needs and characteristics of each student in an open laboratory assignment.

6. Work Experience: Supervision of students participating in state approved, on-the-job community college training programs shared between the college and the employer.

7. No Hours Arranged: All hours must be scheduled after class begins.

B14

EXCERPTS FROM THE CALIFORNIA EDUCATION CODE

Section 87743–Reduction In Number of Permanent Employees

No regular employee shall be deprived of his position for causes other than those specified in Sections 87453, 87467 and 87484, and Sections 87732 to 87739, inclusive, and no contract employee shall be deprived of his position for cause other than as specified in Section 87740 except in accordance with the provisions of Section 87463 and Sections 87743 to 87762, inclusive.

Whenever in any school year the average daily attendance in all of the schools of a district for the first six months in which school is in session shall have declined below the corresponding period of either of the previous two school years, or whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, and when in the opinion of the governing board of said district it shall have become necessary by reason of either of such conditions to decrease the number of regular employees in said district, the said governing board may terminate the services of not more than a corresponding percentage of the certificated employees of said district, regular as well as contract, at the close of the school year; provided, that the services of no regular employee may be terminated under the provisions of this section while any contract employee, or any other employee with less seniority, is retained to render a service which said regular employee is certificated and competent to render.

Section 87413–Employment Dated from First Acceptance of Probationary Position; Provision for Random Selection

Except as otherwise provided in Sections 87401 to 87424, inclusive, every contract or regular employee employed before July 1, 1947, shall be deemed to have been employed on the date upon which he first accepted employment in a probationary position.

In case two or more employees accepted employment on the same date, the governing board of the district shall determine the order of employment by lots drawn by the employees concerned or assigned at random by an independent auditing firm employed in accordance with Section 87414 or by other means as determined pursuant to the procedures described in Article 1 (commencing with Section 7100 of Chapter 2 of Part 5 of Division 1 of Title 1

Excerpts from the
California Education Code
Page two

Section 87413 (continued)

(Stats. 1976, code 1010, Section 2, operative April 30, 1977.)

Historical Note

Derivation: Education Code 1959, Section 13262 (see Derivation under present Section 44844.)

Section 87815--Computation of Salary

A person in a position requiring certification qualifications who serves less than a full school year shall receive as salary only an amount that bears the same ratio to the established annual salary for the position as the number of working days he serves bears to the total number of working days plus institutes in the annual school term, and any other day when the employee is required by the governing board to be present at the school of the district. Notwithstanding any provisions of this section to the contrary, a person in a position requiring certification qualifications who serves a complete semester shall receive not less than one-half of the established annual salary for the position. This section shall not be so construed as to prevent the payment of compensation to a person while on leave of absence when the payment of the compensation is authorized by law.

In the event any such person dies during the school year, his estate shall be entitled to receive, as salary owed to the decedent, an amount that bears the same ratio to the established annual salary for the position as the number of working days he served bears to the total number of working days plus institutes in the annual school term, and any other day when the employee was required by the governing board to be present at the schools of the district, less any salary paid to the decedent prior to his death.

(Stats, 1976, code 1010, Section 2, operative April 30, 1977.)

Historical Note

Derivation: Education Code 1959, Section 13520 (see Derivation under present Section 45041).

B/6

Section 87815 (continued)

Cross References

Compensation during leave of absence, see Sections 44964, 44968, 44969, 87765, 87769, 87770. Minimum full-time salary, see Const. Article 9, Section 6.

School closed or opening postponed for agricultural purposes during war, effect on salaries, see Sections 37212, 79012.

School year defined, see Sections 37200, 79000.

Section 87410–Acceptance of Election; When Employment Deemed Declined

Any certificated employee not a regular employee who fails to signify his acceptance within 45 consecutive calendar days after notice of his election or employment has been given him, or mailed by him by United States registered mail with postage thereon prepaid at his last known place of address, by the clerk or secretary of the governing board of the community college district, shall be deemed to have declined the employment.

(Stats, 1976, code 1010, Section 2, operative April 30, 1977.)

Historical Note

Derivation: Educ.C. 1959, Section 13259 (see Derivation under present Section 44841).

Cross References

Certificated person, see Sections 44006 and 87006. Employment subordinate to legislative right to amend or repeal laws, see Sections 44851 and 87420.

Governing boards, see Sections 78, 35110, et. seq., 72230 et. seq.
Powers, see Sections 35160, et. seq., 39600. et. seq., 72200 et. seq., 81600, et. seq.
Re-election to position requiring certification qualifications, exceptions, see Sections 44840 and 87409.
Re-employment preference of terminated permanent employee, see Sections 44956 and 87744.

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Section 87411--Automatic Declining of Employment

If, without good cause, a regular employee of a community college district fails prior to July 1st of any school year to notify the governing board of the district of his intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon him, or mailed to him by United States certified mail with return receipt requested to his last known place of address, by the clerk or secretary of the governing board of the community college district, not later than the preceding May 30th, he may be deemed to have declined employment and his services as an employee of the district may be terminated on June 30th of that year.

(Stats. 1976, code 1010, Section 2, operative April 30, 1977.)

Section 87786--Exception to Sick Leave When District Adopts Specific Rule

Section 87780 shall not apply to any community college district which adopts and maintains in effect a rule which provides that when a person employed in a position requiring certificated qualifications is absent from his duties on account of illness or accident for a period of five school months or less whether or not the absence arises out of or in the course of the employment of the employee, he shall receive 50 percent or more of his regular salary during the period of such absence and nothing in Section 87780 shall be construed as preventing the governing board of any district from adopting any such rule.

Notwithstanding the foregoing, when a person employed in a position requiring certification qualifications is absent from his duties on account of illness for a period of more than five school months, or when a person is absent from his duties for a cause other than illness, the amount deducted from the salary due him for the month in which the absence occurs shall be determined according to the rules and regulations established by the governing board of the district. Such rules and regulations shall not conflict with rules and regulations of the board of governors.

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(Section 87786 –continued)

Nothing in this section shall be construed so as to deprive any district, city, or city and county of the right to make any reasonable rule for the regulation of accident or sick leave or cumulative accident or sick leave without loss of salary for persons requiring certification qualifications.

This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing district.

(Stats. 1976, code 1010, Section 2, operative April 30, 1977.)

Historical Note

Derivation: Education Code 1959, Section 13469 (see Derivation under present Section 44983).

Cross References

Change from certificated to noncertificated position, retention of rights and benefits, see Sections 44061, 44063, and 87061.

Compensation during leave of absence because of accident or illness, see Sections 44984 and 87765. Deductions in salary for leaves of absences for pregnancy, see Sections 44965 and 87766. Employees of county superintendents, leaves of absence, see Section 1294. Governing boards, rules see Sections 35291 and 72235. Leaves of absence, industrial accident and illness, see Sections 44984, 45192, 87787, and 88192. Purpose of study compensation during leave of absence, see Sections 44966, 44967, 44968, 87767, 87768, and 87769.

Manner of payment for leave of absence, see Sections 44969 and 87770. Reinstatement, full salary for period of suspension to be paid, see Sections 44948 and 87739.5. State board of education, rules, see Section 33031.

Notes of Decisions

See, also, notes of Decisions under Section 44983.

In General

A school district governing board may not validly promulgate a rule or regulation providing that no compensation shall be paid to any person by school district during period of maternity leave. 31 Ops. Atty .Gen. 15.

Section 87788--Leave of Absence Due to Death in Immediate Family

Every person employed by a community college district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three days, or five days if out-of-state travel is required, on account of the death of any member of his immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or provided by the governing board of the district. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

(Stats. 1976, code 1010, Section 2, operative April 30, 1977.)

Historical Note

Derivation: *Education Code 1959, Section 13470 (see Derivation under present Section 44985.)*

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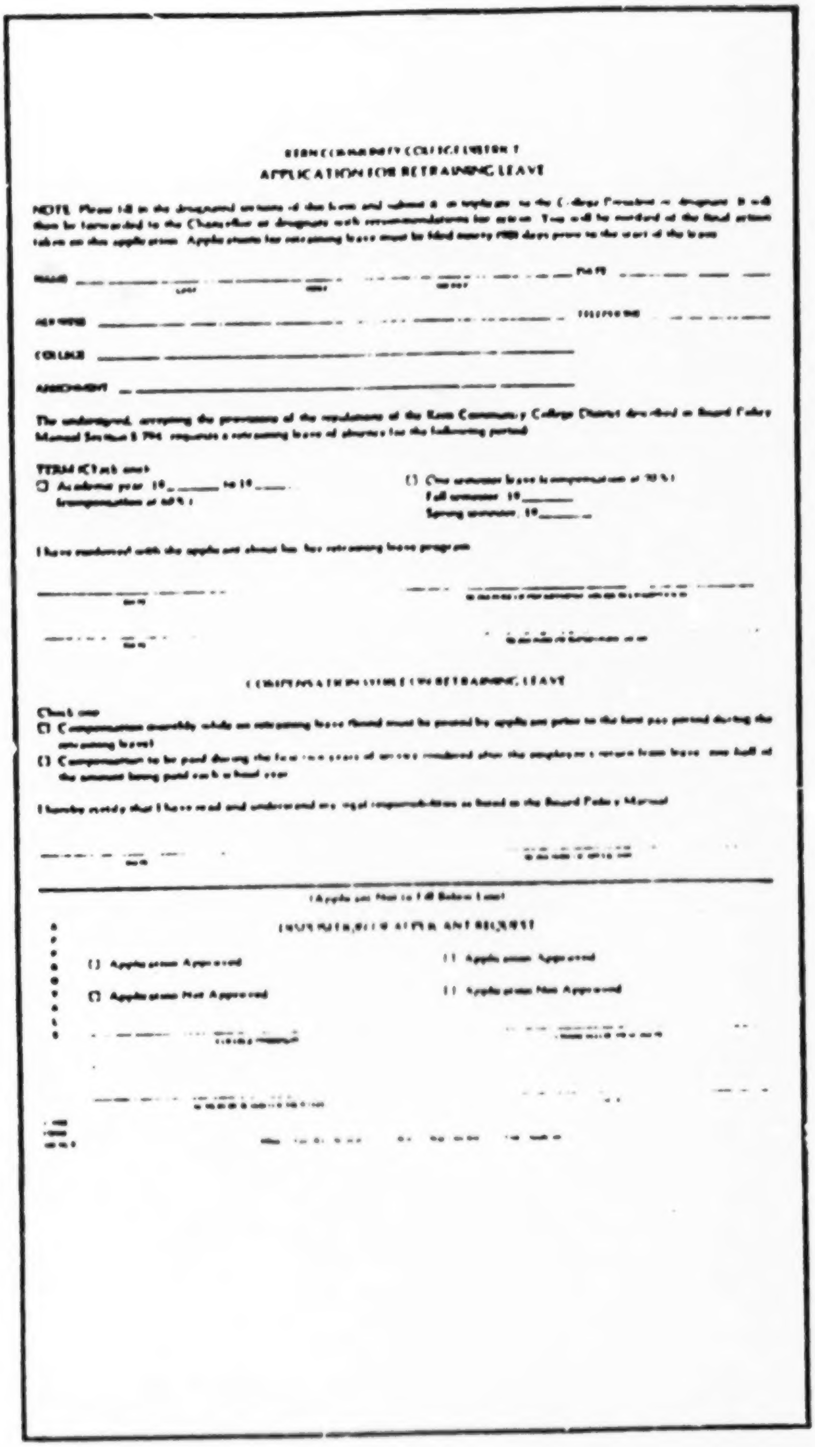

KERN COMMUNITY COLLEGE DISTRICT

APPLICATION FOR RETRAINING LEAVE

NOTE: Please fill in the designated sections of this form and submit it in triplicate to the College President or designee. It will then be forwarded to the Chancellor or designee with recommendations for action. You will be notified of the final action taken on this application. Applications for retraining leave must be filed ninety (90) days prior to the start of the leave.

NAME ____________ LAST ____________ FIRST ____________ MIDDLE ____ DATE ____________

ADDRESS ________________________________ TELEPHONE ____________

COLLEGE ________________________________

ASSIGNMENT ________________________________

The undersigned, accepting the provisions of the regulations of the Kern Community College District described in Board Policy Manual Section 5.794, requests a retraining leave of absence for the following period:

TERM (Check one):

☐ Academic year 19___ to 19___ (compensation at 60%)

( ) One semester leave (compensation at 70%)
Fall semester, 19______
Spring semester, 19______

I have conferred with the applicant about his/her retraining leave program.

____________ DATE ____________ [illegible]

____________ DATE ____________ [illegible]

COMPENSATION OPTIONS ON RETRAINING LEAVE

Check one:

☐ Compensation monthly while on retraining leave (bond must be posted by applicant prior to the first pay period during the retraining leave).

( ) Compensation to be paid during the first two years of service rendered after the employee's return from leave, one-half of the amount being paid each school year.

I hereby certify that I have read and understand my legal responsibilities as listed in the Board Policy Manual.

____________ DATE ____________ SIGNATURE OF APPLICANT

(Applicant Not to Fill Below Line)

DISPOSITION OF APPLICANT REQUEST

( ) Application Approved ( ) Application Approved

☐ Application Not Approved ( ) Application Not Approved

____________ COLLEGE PRESIDENT ____________ [illegible]

____________ [illegible] ____________

[illegible]

KERN COMMUNITY COLLEGE DISTRICT
APPLICATION FOR SABBATICAL LEAVE

NOTE: Please fill in the designated sections of this form and submit it in triplicate to the College President or designee. It will then be forwarded to the Chancellor or designee with recommendations for action. You will be notified of the final action taken on this application. Applications for sabbatical leave must be filed prior to February 1 for requests referring to the subsequent year.

NAME ____________ (Last) ____________ (First) ____________ (Middle) DATE ____________

ADDRESS ________________________________ TELEPHONE ____________

COLLEGE ________________________________

ASSIGNMENT ________________________________

The undersigned, accepting the provisions of the Education Code of the State of California, Sections 87767-87773, and the regulations of the Kern Community College District described in the Board Policy Manual, requests a sabbatical leave of absence for the following period:

Term (Check one):

☐ Academic year 19____ to 19____ (compensation at 60%)

☐ Split academic year, 19____ to 19____ (compensation at 60%)

☐ One semester leave (compensation at 90%)
Fall semester 19____ to 19____
Spring semester 19____ to 19____

Two non-consecutive semesters
Semester ____________ Year ____________
Semester ____________ Year ____________

PROGRAM WHILE ON SABBATICAL LEAVE

Check one:

☐ Collegiate Study or Academic Research

☐ Occupational Skill Development/Renewal

☐ Instructional Research/Travel/Other Activities

☐ Combination of ____________ and ____________

NOTE: See Section 5.6211 of the Board Policy Manual for Requirements. Attach a statement giving detailed description of plans. All programs shall approximate full time commitment. If engaging in collegiate study or academic research, include institution, courses and/or projects. If engaging in development or renewal of occupational skills, include institution, shop or company and description of skills/knowledge to be gained. If engaging in instructional research or other approved activities, include tentative dates, places, and activities.

I have conferred with the applicant about his/her sabbatical plans.

____________ Date ________________________ [illegible]

____________ Date ________________________ [illegible]

COMPENSATION WHILE ON SABBATICAL LEAVE

Check one:

☐ Compensation monthly while on sabbatical leave (bond must be posted by applicant prior to the first pay period during the sabbatical leave)

☐ Compensation to be paid during the first two years of service rendered after the employee's return from leave, one-half of the amount being paid each school year.

I hereby certify that I have read and understand my legal responsibilities as listed in the Board Policy Manual.

____________ Date ________________________ Signature of Applicant

(Applicant Not to Fill Below Line)

DISPOSITION OF APPLICANT REQUEST

Number of consecutive years of service ____________ Total years service in District ____________

☐ Application Approved

☐ Application Not Approved

☐ Application Approved

☐ Application Not Approved

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[illegible]

White - Chancellor's Designee Yellow - College President Pink - Applicant

B22

EXCERPTS FROM THE CALIFORNIA EDUCATION CODE

Section 76032--Removal from Class by Instructor; Parent Conference

The adopted rules of student conduct may authorize an instructor to remove a student from his or her class for the day of the removal and the next class meeting. The instructor shall immediately report the removal to the chief administrative officer for appropriate action.

If the student removed by an instructor is a minor, the college president or the president's designee shall ask the parent or guardian of the student to attend a parent conference regarding the removal as soon as possible. If the instructor or the parent or guardian so requests, a college administrator shall attend the conference. During the period of removal, a student shall not be returned to the class from which he or she was removed without the concurrence of the instructor of the class.

(Added by Stats. 1983, code 1032, p. —, Section 2.)

1981-Legislation

Former Section 76032 was repealed by Stats. 1981, code 470, page 1752, Section 118. See, now, Sections 76030 and 76033.

1983--Legislation

Former Section 76032, added by Stats. 1981, code 470, page 1753, Section 119, relating to good cause as grounds for suspension or expulsion and to hearings, was repealed by Stats. 1983, code 1032, Section 1. See, now, Section 76030.

Derivation: Former Sections 76031, 76036, added by Stats. 1981, code 470, pages 1752 and 1753, Section 119.

Former Sections 76030, 76031, and 76040, enacted by Stats. 1976, code 1010, pages 4024, [illegible], and 4026, Section 2.

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EXCERPTS FROM BOARD POLICY MANUAL SECTION 4.0, STUDENTS SERVICES

4.58 Student Conduct. The Board of Trustees of the Kern Community College District, in support of public education and the exercise of general supervision of the campuses of the District, believes that student conduct must reflect the standards of good behavior expected by society. Since public education is furnished by the people of the District, it becomes a privilege for students to have this opportunity to further their education. (Education Code Section 76037). See Procedures Section 4.58 of this Manual for procedures on Student Conduct.

4.581 Students shall respect constituted authority. This shall include conformance to State laws, Board regulations, college regulations, and applicable provisions of civil law. (Education Code Section 76037)

4.582 Students are expected to observe high personal standards of decency, morality, honesty, and social relationships. Student conduct should reflect consideration for the rights of others, and students are expected to cooperate with all members of the college community. (Education code Section 76037)

4.583 In order to operate effective programs, all college personnel shall be responsible for student conduct and the College President shall have the right to administer suitable and proper corrective measures for misconduct. (Education Code Section 76037)

4.584 The Board of Trustees, the College President or designate, or an instructor may suspend a student for good cause. In addition, the Board of Trustees may expel a student for good cause when other means of correction fail to bring about proper conduct, or when the presence of the student causes a continuing danger to the physical safety of the student or others. (Education Code Section 76030)

4.585 The College President or designate may suspend a student for good cause as follows:

(a) From one or more classes for a period of up to ten (10) days of instruction.

(b) From one or more classes for the remainder of the school term.

(c) From all classes and activities of the college for one or more terms.

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4.586 During the period of suspension, a student shall not be permitted to enroll in any college in the District. (Education Code Section 76031)

4.587 The College President shall report all suspensions of students to the Chancellor of the District. (Education Code Section 76031)

4.588 The College President or designate may impose a lesser disciplinary sanction than suspension. A lesser sanction may include, but need not be limited to, verbal or written reprimand, probation, or ineligibility to participate in extra curricular activities. (Education Code Section 76031)

4.589 An instructor may remove a student from his or her class for the day of the removal and the next class meeting. The instructor shall immediately report the removal to the College President or designate for appropriate action. During the period of removal, a student shall not be returned to the class from which he or she was removed without the concurrence of the instructor of the class. (Education Code Section 76032)

4.5810 Whenever a minor is suspended, the parent or guardian shall be notified in writing by the College President or designate. If the student removed by an instructor is a minor, the College President or designate shall ask the parent or guardian of the student to attend a parent conference regarding the removal as soon as possible. If the instructor or the parent or guardian so requests, a college administrator shall attend the conference. (Education code Sections 76031 and 76032)

4.5811 As used in this section, "good cause" includes but is not limited to the following offenses:

Continued disruptive behavior, continued willful disobedience, habitual profanity or vulgarity; open and persistent defiance of the authority of the college personnel, or assault or battery upon a student while on college premises or while under the authority of college personnel, or continued abuse of college personnel, assault or battery upon college personnel; or any threat of force or violence directed toward college personnel at any time or place. No student, however, shall be suspended or expelled unless the conduct for which he/she is to be disciplined is related to college activity or campus attendance. (Education Code Section 76033)

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4.5812 Suspension or expulsion of any student shall be accompanied by a prompt hearing by a campus body. If an immediate suspension is required in order to protect lives or property and to insure the maintenance of order, a reasonable opportunity shall be afforded the suspended person for a hearing within 10 (ten) days. (Education Code Sections 66017 and 76030)

4.5813 Any violation or violations of any law, ordinance, regulation, or rule regulating, or pertaining, to, the parking of vehicles, shall not be cause for the suspension or expulsion of a student from a community college. (Education Code Section 76036)

4.5814 The College President or designate shall, upon the suspension or expulsion of any student, notify the appropriate law enforcement authorities of the county or city in which the school is situated of any acts of the student which may be violative of Section 245 of the Penal Code. (Education code Section 76035)

4.5815 Each College shall develop procedures by which all students will be informed of specific rules and regulations, including penalties, governing student behavior. (Education Code Section 66300)

4.59 Student Rights. Each college will publish policies and procedures which protect the rights of students, including the right of privacy concerning records and information about each student. (Education Code Sections 76200-76246)

4.510 Student Grievance Policy. Each campus will develop an appropriate student grievance policy. (Education Code Section 71079)

4.511 Sunday Practices. College activities such as dramatics, orchestra, rehearsals, and other activities should not be scheduled on Sundays. If emergencies arise where Sunday practice is necessary, students should not be penalized if they find it inadvisable to attend because of conflicts with religious activities or beliefs.

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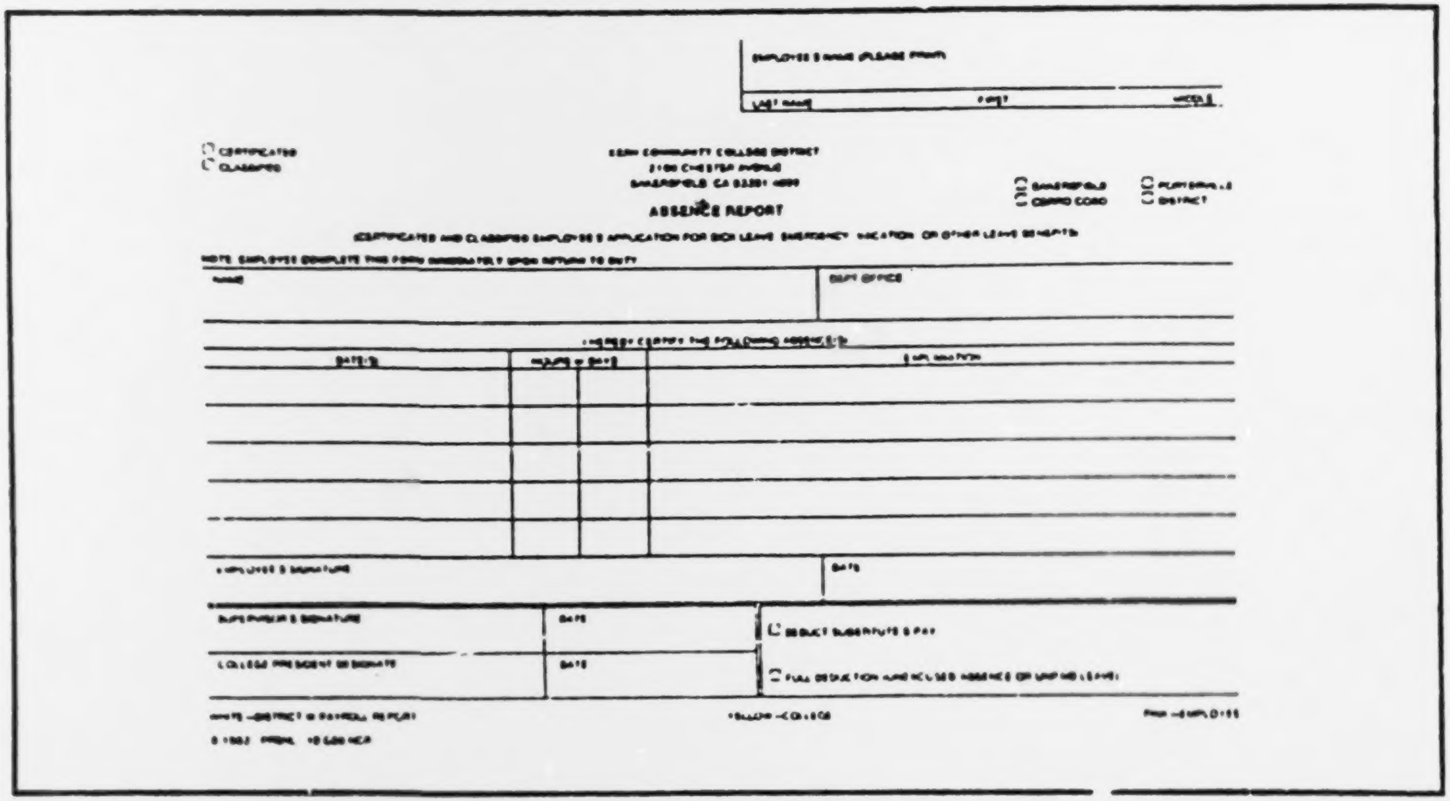

EMPLOYEE'S NAME (PLEASE PRINT)

LAST NAME FIRST MIDDLE

☐ CERTIFICATED
☐ CLASSIFIED

KERN COMMUNITY COLLEGE DISTRICT
2100 CHESTER AVENUE
BAKERSFIELD CA 93301 4099

☐ BAKERSFIELD ☐ PORTERVILLE
☐ CERRO COSO ☐ DISTRICT

ABSENCE REPORT

(CERTIFICATED AND CLASSIFIED EMPLOYEE'S APPLICATION FOR SICK LEAVE, EMERGENCY, VACATION, OR OTHER LEAVE BENEFITS)

NOTE: EMPLOYEE COMPLETE THIS FORM IMMEDIATELY UPON RETURN TO DUTY

NAME

DEPT OFFICE

I HEREBY CERTIFY THE FOLLOWING ABSENCE(S)

DATE(S)	HOURS or DAYS		EXPLANATION

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

COLLEGE PRESIDENT OR DESIGNATE

DATE

☐ DEDUCT SUBSTITUTE'S PAY

☐ FULL DEDUCTION (UNEXCUSED ABSENCE OR UNPAID LEAVE)

WHITE—DISTRICT & PAYROLL REPORT YELLOW—COLLEGE PINK—EMPLOYEE

8-1983 PRINT 10,000 NCR

BEST COPY AVAILABLE

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CERTIFICATED PERSONNEL GRIEVANCE--LEVEL I

In the development stages.

B28

CERTIFICATED PERSONNEL GRIEVANCE--LEVEL II

In the development stages.

CERTIFICATED PERSONNEL GRIEVANCE--LEVEL III

In the development stages.

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EXCERPTS FROM THE KCCD BOARD POLICY MANUAL, SECTION 8.5—EMPLOYEES WITH CHRONIC COMMUNICABLE DISEASES OR INFECTIOUS CONDITIONS

8.5 Employees with Chronic Communicable Diseases or Infectious Conditions

8.51 An employee with identified chronic communicable disease or infectious condition shall be permitted to continue in the workplace whenever, through reasonable accommodation, the employee is physically and mentally capable of fulfilling his/her duties satisfactorily and as long as the best available medical evidence indicates that continued employment does not present a health and safety threat to themselves or to others.

8.52 Employment decisions by the Board of Trustees will be made after using available public health department guidelines concerning the particular disease or condition, the physician's recommendation, the law and the factual assessment of the following:

- the risks associated with how the disease or condition is transmitted;
- the risks associated with how long the carrier is infectious;
- the risks associated with the disease's or condition's potential harm to others;
- the risks associated with the probability of the disease or condition being transmitted in the work setting; and
- whether, after taking into account the above, the College can reasonably accommodate the individual who carries the disease or condition without incurring undue financial or administrative burdens.

8.53 Individual cases will not be prejudged; rather, decisions will be made based upon the facts of the particular case.

8.54 The District shall respect the right of privacy of any employee who has a chronic communicable disease or infectious condition. The employee's medical condition shall be disclosed only to the extent necessary and permitted under law to minimize the health risks to others.

8.55 Employees with chronic communicable disease or infectious condition shall remain subject to Board of Trustees policies, including the applicable current collective bargaining agreement.

8.56 The District shall provide an educational program for employees to communicate the sources, transmittal and prevention of the major chronic communicable diseases and infectious conditions.

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SIGNATURE PAGE FROM THE MEMORANDUM OF AGREEMENT BETWEEN THE KERN COMMUNITY COLLEGE DISTRICT AND KCC CTA/NEA

- Section 8.5, Employees with Chronic Communicable Diseases or Infectious Conditions
- Faculty Compensation
- Bakersfield College Division and Department Chair Selection, Compensation and Duties

James C Young JAMES C. YOUNG FOR KERN COMMUNITY COLLEGE DISTRICT	Sharon J. Edgmon SHARON J. EDGMON FOR KERN COMMUNITY COLLEGE CTA/NEA
John S Madden JOHN S. MADDEN	Phyllis K. Hullett PHYLLIS K. HULLET
Lauraine A. Cook LAURAINE A. COOK	Duane M. Belcher DUANE M. BELCHER
Richard L. Wright RICHARD L. WRIGHT	JONNY D. BUMGARDNER
Paul D. Alcantra PAUL D. ALCANTRA	Robert E Ross ROBERT E. ROSS
Raymond A McCue RAYMOND A. MCCUE	Phillip R Rosson PHILLIP R ROSSON

Ratified by the Board of Trustees
November 3, 1988

ERIC Clearinghouse for
Junior Colleges
DEC 31 1991